



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

July 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE ONE HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION
AGREEMENT AND TWO HIV/AIDS COMMUNITY INITIATIVES AGREEMENTS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign an agreement substantially similar to Exhibit I, with Bienestar Human Services, Inc. for the provision of HIV/AIDS health education and risk reduction prevention activities directed towards African-Americans and Latinos, effective on the date of Board approval through June 30, 2004, at a total cost of \$145,000, 100% offset by California Department of Health Services (CDHS) - Office of AIDS (OA) funds, at no net County cost.
2. Approve and instruct the Director of Health Services, or his designee, to sign two agreements, one with AltaMed Health Services Corporation and one with Palms Residential Care Facility substantially similar to Exhibits II and III, to develop community consortia participation in the early diagnosis and treatment of HIV/AIDS serving the African-American and Latino communities, effective on the date of Board approval through June 30, 2006, at a total net County cost of \$750,000 per each agreement, or \$1,500,000 total.

PURPOSE/JUSTIFICATION OF THE RECOMMEND ACTIONS:

In approving these actions, the Board is authorizing the Director of Health Services, or his designee, to sign an agreement with Bienestar Human Services, Inc. (Bienestar) for the provision of HIV/AIDS health education and risk prevention activities effective on the date of Board approval through June 30, 2004, at a total cost of \$145,000, 100% offset by CDHS - OA funds, at no net County cost; and to sign

agreements with AltaMed Health Services Corporation (AltaMed), and with Palms Residential Care Facility (Palms) to develop community consortia participation in the early diagnosis and treatment of HIV/AIDS, effective on the date of Board approval through June 30, 2006, at a total net County cost of \$750,000 per each agreement, or \$1,500,000 total, with services for all three agreements targeting the African-American and Latino communities.

In Los Angeles County the HIV/AIDS epidemic disproportionately impacts communities of color. African-Americans consistently have the highest AIDS case rate whereas Latinos represent the largest absolute number of new AIDS cases. Local HIV seroprevalence studies show rates higher for African-Americans than for any other group, within each gender and risk category; and absolute numbers infected or at risk, higher for Latinos. Studies also suggest that African-Americans and Latinos obtain HIV testing and receive AIDS diagnosis later in the disease progression on average than do Caucasians, Asian-Americans, and Pacific Islanders. And as such, approval of the agreements with Bienestar, AltaMed, and Palms, will enable the Department of Health Services (DHS or Department) to provide HIV/AIDS services to the African-American and Latino communities where they are most needed.

FISCAL IMPACT/FINANCING:

The total maximum obligation of County under the three agreements is \$1,645,000, of which \$145,000 under the agreement with Bienestar (effective on the date of Board approval through June 30, 2004), is 100% offset by CDHS - OA funds; and \$1,500,000 under the agreements with AltaMed and Palms (effective on Board approval through June 30, 2006), is net County cost. Funding is included in DHS's Fiscal Year (FY) 2003-04 Adopted Budget and will be requested in subsequent fiscal years. Payments under the agreements will be under a cost reimbursement basis.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

Health Education/Risk Reduction (HE/RR) Prevention Activities with Bienestar

In January 2000, the Department successfully received funding to augment an existing initiative in Los Angeles County, "The Shamen Project," that had been selected by the federal Centers for Disease Control and Prevention (CDC) as one of its directly funded, community based organizations prevention activities directed towards African-Americans and Latinos. The project was implemented by two member agencies of the Los Angeles County Gay Men of Color Consortium: 1) Bienestar, and 2) Minority AIDS Project, which combines group and community level interventions to serve gay men of color. The Shamen Project was included in Bienestar's Minority Community Based Organization agreement that expired on June 30, 2003. Since the CDHS-OA has continued the funding for the project, a new agreement was developed to continue this high risk initiative.

On October 3, 2000, the Board approved the revised Master Grant Agreement from the CDHS - OA that included funds to augment the project for FY 1999-2000. Later on May 29, 2001, June 18, 2002, and December 17, 2002, the Board approved subsequent amendments to the Master Grant Agreement to also augment funds. As such, the recommended agreement with Bienestar is fully funded by CDHS - OA monies.

The Shamen Project was included in Bienestar's Minority Community Based Organization agreement that expired on June 30, 2003. Since the CDHS-OA has continued the funding for the project, a new agreement was developed in order to continue this high risk initiative.

Community Development Initiative (CDI) Agreements with AltaMed and Palms

On October 18, 2001, the DHS released Request for Proposals (RFP) #2001-004, Capacity Building Initiative for HIV/AIDS service providers in Los Angeles County. As a result of this competitive selection process, five providers were chosen: AltaMed, Palms, Common Ground, El Proyecto del Barrio, and The Center for Non-Profit Management. AltaMed and Palms were selected as the lead agencies to establish a community development consortium for African-American and Latino communities. In addition, both agencies were charged with working collaboratively to break through barriers that traditionally inhibit African-Americans and Latinos from uniting to form a collective voice, particularly when presenting shared issues at the State and federal levels.

The task of the consortia will be to increase and improve the capacity of the communities, community based organizations, and other stakeholders, to engage and develop their communities for the purpose of addressing the stigma and culture that inhibits individuals from effectively addressing behaviors that place them at risk for HIV infection, or that delay their entry into systems of HIV care. These agreements will enhance the effective delivery of quality services along a continuum of HIV care that includes prevention.

Several external challenges impacted DHS in bringing these agreements forward for approval. The initial results of the RFP were challenged which resulted in a second round of reviews. Subsequent to this second review and eventual approval of the processes employed to select the five providers, on February 18, 2003 the department obtained Board approval to execute agreements with Common Ground, El Proyecto del Barrio and the Center for Nonprofit Management. With respect to AltaMed and Palms, DHS experienced a longer than expected period to negotiate acceptable agreements with both providers.

Attachments A and B provide additional information.

County Counsel has approved Exhibits I, II, and III as to form.

CONTRACTING PROCESS:

On January 6, 1999, DHS released an RFP for HIV/AIDS Prevention Among African-Americans and Latinos in Los Angeles County: A Minority Community Based Organization (MCBO) Initiative. As a result of this process, six providers were selected including Bienestar.

On October 18, 2001, DHS released a RFP Capacity Building Initiative for HIV/AIDS Services providers in Los Angeles County. As a result of this process, five service providers were selected. AltaMed and Palms are the final two agencies to be awarded agreements pursuant to this RFP.

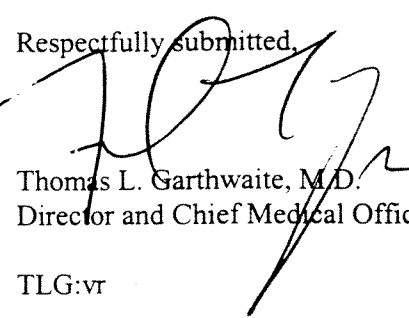
The Honorable Board of Supervisors
July 17, 2003
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these three agreements will ensure the ongoing commitment to HIV/AIDS related services in communities of color throughout Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:vr

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLCD2975.gi

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

HIV/AIDS health education and risk reduction prevention activities, and community consortia participation in the early diagnosis and treatment of HIV/AIDS, all directed towards African-American and Latino communities.

2. AGENCY NAME AND CONTACT PERSON:

AltaMed Health Services Corporation
500 Citadel Drive, Suite 490
Los Angeles, California 90064
Attention: Mr. Castulo de la Rocha,
President
Telephone: (323) 889-7310
Fax: (323) 889-7399

Bienestar Human Services, Inc.
5326 East Beverly Boulevard
Los Angeles, California 90022-2103
Attention: Mr. Oscar de la O
President and Chief Executive Officer
Telephone: (323) 727-7896
FAX: (323) 727-7985

Palms Residential Care Facility
8480 South Figueroa Street
Los Angeles, California 90003
Attention: Mr. Kevin L. Pickett,
President/Chief Executive Officer
Telephone: (323) 751-3330
FAX: (323) 751-2224

3. TERM:

Date of Board approval through June 30, 2004, for the agreement with Bienestar Human Services, Inc. (Bienestar); and date of Board approval through June 30, 2006, for the agreements with AltaMed Health Services Corporation (AltaMed) and Palms Residential Care Facility (Palms).

4. FINANCIAL INFORMATION:

The total maximum obligation of County under the three agreements is \$1,645,000, of which \$145,000 under the agreement with Bienestar, is 100% offset by CDHS - OA funds; and \$1,500,000 under the agreements with AltaMed and Palms is net County cost. Funding is included in DHS' Fiscal Year 2003-04 Adopted Budget and will be requested in subsequent fiscal years. Payments under the agreements will be under a cost reimbursement basis.

	Date of Board Approval- <u>06/30/04</u>	<u>07/01/04-</u> <u>06/30/05</u>	<u>07/01/05-</u> <u>06/30/06</u>	<u>Total</u>
Maximum County Obligation:	\$645,000	\$500,000	\$500,000	\$1,645,000
State Office of AIDS funds:	<u>145,000</u>	<u>0</u>	<u>0</u>	<u>145,000</u>
Net County Cost:	\$500,000	\$500,000	\$500,000	\$1,500,000

5. GEOGRAPHIC AREAS SERVED:

Agreement with Bienestar: SPAs 2 through 8.

Agreement with AltaMed and Palms: SPAs 1 through 8.

6. ACCOUNTABLE FOR MONITORING:

Charles L. Henry, Director, Office of AIDS Programs and Policy.

7. APPROVALS:

Office of AIDS Programs and Policy: Charles L. Henry, Director

Public Health Programs: John F. Schunhoff, M.P.H., Chief of Operations

DHS Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Robert E. Ragland, Deputy County Counsel

EXHIBIT I

Contract No. _____

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____ 2003,

by and between COUNTY OF LOS ANGELES (hereafter
 "County"),

and BIENESTAR HUMAN SERVICES, INC.
 (hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025
places upon County's Board of Supervisors the duty to preserve
and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000
requires County's Board of Supervisors to appoint a County Health
Officer, who is also the Director of County's Department of
Health Services, to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and
policy (hereafter "OAPP") under the administrative direction of
County's Department of Health Services (hereafter "DHS"); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the California Department of Health Services (hereafter "CDHS") to establish an AIDS Project(hereafter "Project"); and

WHEREAS, as a recipient of State funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area ("EMA") HIV continuum of Care.

WHEREAS, as a recipient of State funds, where there is a Service Provider Network ("SPN") in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of State funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and shall continue in full force and effect through June 30, 2004. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until

County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by

Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit A, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY: During the period effective on the date of Board approval through June 30, 2004, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Forty-Five Thousand Dollars (\$145,000). Such maximum obligation is comprised entirely of CDHS funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to

Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current

update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the

extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 1 and the PAYMENT Paragraph of this Agreement.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibit A

Schedule 1

Exhibits B and C

8. PAYMENT-COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable

net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless

otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for

payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

9. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service.

The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also

be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form

and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and

invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

12. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or

employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office

of AIDS Programs and Policy, Financial Services Division,
600 South Commonwealth Avenue, Sixth Floor, Los Angeles,
California 90005, prior to commencing services under this
Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and

related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO

policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon expiration or earlier termination or cancellation of this Agreement.

16. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 5326 East Beverly Boulevard; Los Angeles, California 90022. Contractor's primary business telephone number is (323) 727-7896 and facsimile/FAX number is (323) 727-7985. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named.

Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Public Health
313 North Figueroa Street, 8th Floor
Los Angeles, California 90012

Attention: Chief of Operations

- (2) Department of Health Services
Office of AIDS Programs and Policy
600 South Commonwealth Avenue, 6th Floor
Los Angeles, California 90005

Attention: Director

- (3) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) Bienestar Human Services, Inc.
5326 East Beverly Boulevard
Los Angeles, California 90040

Attention: Mr. Oscar De La O
President and Chief Executive
Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

BIENESTAR HUMAN SERVICES, INC.
Contractor

By _____
Signature

Print Name

APPROVED AS TO FORM Title _____
BY THE OFFICE OF THE COUNTY COUNSEL (AFFIX CORPORATE SEAL HERE)
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

pm:07/16/03
AGCDBIENESTAR.GI

BIENESTAR HUMAN SERVICES, INC.

EXHIBIT A
(Risk Initiative - Shamen Project)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT

1. DEFINITION(S): HIV/AIDS health education/risk reduction ("HE/RR") prevention services are comprehensive programs that: provide individual assessments of personal HIV risk factors; develop and utilize a variety of techniques for risk reduction; and implement strategies to support behavior change. The delivery format of such programs may include, but not be limited to: street outreach, skills building workshops, one-on-one or small group risk reduction counseling, prevention case management, mental health counseling with individuals at risk for HIV infection, social marketing, and/or public awareness campaigns.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to men who have sex with men who reside in Service Planning Areas ("SPA's") 2, 3, 4, 5, 6, 7 and 8 of Los Angeles County, in accordance with Attachment I and II, "Service Delivery

Specifications", attached hereto and incorporated herein by reference.

B. Contractor shall provide services to those at high or moderate risk for HIV infection in accordance with Exhibits A-1, Scopes of Work, attached hereto and incorporated herein by reference. For the purposes of this Agreement, a high-risk individual meets the following criteria: acknowledges having practiced unprotected sex or injection apparatus sharing at least three (3) times in the previous three (3) months with someone who has HIV or whose serostatus is unknown, and one (1) or more of the following co-factors: 1) has a diagnosed or diagnosable mental illness, 2) has a diagnosed or diagnosable substance use disorder, including alcoholism, OR acknowledges using crack cocaine or methamphetamine in the past three months, OR reports sex while high on any substance in the past month, 3) has a diagnosis or symptoms consistent with a diagnosis of sexual addiction or compulsion, 4) is homeless or in temporary and unstable housing, or 5) has a sexually transmitted disease or is open to becoming pregnant or has exchanged sex for food, money, shelter or drugs in the past three (3) months. A moderate-risk individual reports having

unprotected sex or apparatus sharing with a person who has HIV or whose serostatus is unknown at least once in the previous year OR has any one (1) of the co-factors listed in the definition for high-risk persons.

3. SERVICE DELIVERY SITE(S): Contractor's facilities where services are to be provided hereunder are located at: 4955 Sunset Boulevard; Los Angeles, CA 90027; 5326 E. Beverly Boulevard; Los Angeles, CA 90022; 180 E. Mission Boulevard; Pomona, CA 91766; 500 East 4th Street; Long Beach, CA 90802; 14515 Hamlin Street, Suite 100; Van Nuys, CA, 91045; and 2606 East First Street; Los Angeles, CA 90033. For the purposes of this Agreement, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to Office of AIDS Programs and Policy (OAPP).

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period the date of Board approval through June 30, 2004, that portion of County's maximum obligation which is allocated under this Exhibit for

HIV/AIDS HE/RR prevention services shall not exceed One Hundred Forty-Five Thousand Dollars (\$145,000).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1.

B. Contractor shall be compensated for administering the Countywide Risk Assessment Survey (CRAS) only for those surveys that are accurately completed as instructed by OAPP.

C. Contractor shall attach accurately completed surveys to the monthly invoice in which CRAS was administered.

D. Contractor shall not be reimbursed by County for CRAS that are not attached to the corresponding monthly invoice, that are incomplete or not completed as directed by OAPP, and/or are completed after the designated survey period.

E. CRAS funds are restricted to allowable reimbursable costs associated with Subparagraphs B through D above and shall not be reallocated for non-allowable costs.

Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits A-1, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall comply with the Interim Revision of Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit B.

C. Contractor shall obtain written approval from OAPP's Director for all educational materials utilized in association with this Agreement prior to its implementation.

D. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual

materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

E. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

F. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities associated with needle exchange, including, but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds are not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

J. Any breach of these provisions shall result in the immediate termination of agreement.

K. Contractor shall administer CRAS during the designated survey period as directed by OAPP.

(1) Prior to survey implementation, Contractor shall obtain OAPP approval of the number of CRAS to be administered.

(2) Contractor shall, in collaboration with OAPP, determine the number of CRAS to be administered and the method of client selection to ensure adequate representation of the existing client population. The number of CRAS to be administered is dependent upon the average monthly total of clients reached. OAPP will designate the time period to assess the average number of clients.

(3) Contractor shall provide OAPP within thirty (30) days of full execution of this Agreement the names and titles of Contractor's employees who will be administering the CRAS.

(4) Contractor's employees who will be administering CRAS shall attend a mandatory CRAS training provided by OAPP. OAPP shall notify Contractor thirty (30) days in advance of when training will be conducted.

7. ADDITIONAL SERVICE REQUIREMENTS:

A. Risk Assessment: For the purposes of this Agreement, Risk Assessment shall be defined as the comprehensive evaluation and determination of a client's risk for HIV infection based on the client's self-report. It is a face-to-face interview with each client to assess, at a minimum, HIV risk behaviors. In addition, it may comprehensively assess: health; STD history; substance and alcohol use; mental health; sexual history; social and environmental support; skills to reduce HIV risk; barriers to safer behavior; protective factors; and to evaluate the clients strengths, competencies, needs, and available resources. This process is accomplished by utilizing a risk assessment form.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct a risk assessment for the following activities to include, but not be limited to, outreach encounters, one-on-one or small group risk reduction counseling, prevention and education support and/or discussion groups, and workshops:

(a) Risk Assessment: a face-to-face interview

with each client to assess HIV risk behaviors. It may also assess sexual history, STD history, substance and alcohol use, skills to reduce HIV risk, barriers to safer behavior, social and environmental support, protective factors, and to evaluate the clients needs and available resources. The information obtained is then utilized to develop a baseline of client risk, assess client risk reduction needs, and determine appropriate referrals to other prevention, counseling and testing, medical and social services.

i) Risk assessments shall consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment; client's status and needs in the following psychosocial areas: risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, primary and secondary preventions, and identified resources to assist clients in areas of need.

(2) Risk Assessment Staff Training: Contractor

shall conduct ongoing appropriate staff training to assist staff with performing comprehensive risk assessments.

(a) Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

(b) Contractor shall maintain documentation of staff training for risk assessments to include, but not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(c) Contractor shall document training activities in monthly reports to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

B. Paraprofessional Services: For the purposes of this Agreement, Paraprofessional Services shall be defined as services provided by non-mental health staff with specialized training under supervision, as described in the Paraprofessional Staff Training and Paraprofessional

Supervision Paragraphs, such as, health educators, peer health educators and other direct service staff.

Paraprofessionals may lead prevention and education discussion groups, provide one-on-one and/or group risk-reduction counseling, conduct single and/or multi-session workshops, and/or provide peer training.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct paraprofessional services for one (1) or more of the following activities:

(a) Prevention and Education Discussion Groups: Structured or drop-in, formal or informal groups held over a period of time which provide a non-judgmental atmosphere to discuss and develop risk reduction skills and receive on-going education and social support.

i) Prevention and education support and/or discussion groups shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; and a group outline, agenda,

or minutes which briefly describe what was discussed.

(b) Prevention and Education Workshops:

Structured session(s) in which a speaker(s) presents to an audience highly structured health education and risk reduction intervention efforts. Sessions may be single or multi-session and shall provide technical information based on an OAPP approved curriculum that could initiate the changing of norms or individual behavior.

i) Prevention and education workshops

shall consist of the following required documentation: date; time; and location of workshop; names, client identification numbers, or unique identifiers of participants; and a workshop outline based on an OAPP approved curriculum.

(c) Risk-Reduction Counseling: One-on-one or small group counseling sessions focusing on behavior change activities, such as negotiating safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques.

i) Risk-reduction counseling shall consist of the following required documentation: date, time, and location of session; names, client identification numbers, or unique identifiers of participants; and a session outline, agenda, or notes which briefly describe what was discussed and any plan which was developed.

(d) Peer Training: Structured training session(s) in which a speaker(s) presents to target population peers highly structured health education and risk reduction intervention information. Peer training shall educate peers to serve as role models and demonstrate risk reduction behaviors within their community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum that could initiate the changing of norms or individual behavior.

i) Peer training shall consist of the following required documentation: date; time; and location of training; participant names;

and a training outline based on an OAPP approved curriculum.

(2) Paraprofessional Qualifications: At a minimum, each Paraprofessional shall possess a bachelor's degree or experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledgeable of HIV risk behaviors, human sexuality, substance use, STDs, the target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The paraprofessional(s) providing services hereunder shall be supervised by a staff member or consultant with experience in providing paraprofessional services and have the academic training/or experience to ensure the appropriateness and quality of paraprofessional services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of

Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education. Paraprofessional Supervisor(s) shall additionally possess the qualifications as stated in the Paraprofessional Qualifications Paragraph of this Agreement.

(3) Paraprofessional Supervision: Contractor shall provide supervision for each paraprofessional staff at a minimum of one (1) hour per week. Supervisorial activities shall include, but not be limited to:

(a) Individual/Group Conferences: Discussion of selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that guidance and high-quality paraprofessional services are being provided.

i) Individual/Group conferences shall consist of the following required documentation: Date of individual group conference; name of participants; psychosocial issues and concerns identified; follow-up plan;

verification that guidance has been implemented; and supervisor's first initial, last name, and title.

(4) Paraprofessional Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing paraprofessional services.

(a) Staff training shall include, but not be limited to the following:

i) Orientation to paraprofessional support including: role of paraprofessionals; services provided by paraprofessionals; limitations of paraprofessional activity; how and when to access supervision; how to utilize and refer clients to other available services.

ii) Paraprofessional skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding; empathetic listening; and service documentation.

iii) Cultural/Diversity sensitivity including: finding common ground; respecting

differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

iv) Legal/Ethical issues, including: confidentiality and limitations and boundaries of the paraprofessional role.

(b) Contractor shall maintain documentation of staff training for paraprofessionals to include, but, not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(c) Contractor shall document training activities in monthly reports to OAPP. For the purpose of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

8. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibits A-1,

Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not limited to: 1) job description of all positions funded under this agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with the ADDITIONAL PROVISION attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

9. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibits A-1, Scopes of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR staff. Staff Development and training shall include, but not be limited to:

(1) HIV/AIDS - training shall include at a minimum:
how the immune system fights diseases, routes of

transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) - training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) - training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

B. Contractor shall maintain documentation of staff training in each employee file to include, but, not limited to: 1) date, time, and location of staff training; 2) name of trainer and title, training topic(s); 3) and name of attendees and title.

C. Contractor shall document training activities in the monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees and title.

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Report: Contractor shall submit to OAPP a monthly report together with an invoice no later than thirty (30) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by OAPP.

B. Semi-Annual: Contractor shall submit to OAPP a semi-annual report within the time period as directed for each six month period. Semi-annual reports shall include all the required information and be completed in the correct format.

C. Annual Report: Contractor shall submit to OAPP an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.

11. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening." Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

12. QUALITY MANAGEMENT: Contractor shall have an OAPP approved Quality Management (QM) Plan on file. The plan shall include the following components:

A. Quality Management Committee: The purpose of a Quality Management Committee is to develop or review the agency's QM Plan and make recommendations for the improvement of services. The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based

organizations). The project coordinator for each contract must be included as a Committee member. Committee membership shall be described by name, title or role, and the constituency represented, i.e., staff, management, and client. The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

Meetings of the Quality Management Committee shall be conducted a minimum of every three months. Contractor shall keep documentation of Committee activities through meeting minutes and reports to agency management. Documentation shall be kept on file and available for OAPP review upon request.

A separate Committee need not be created if the contracted program has an established advisory committee or the like, so long as its composition and activities conform to the criteria described in this Agreement.

B. Written Policies and Procedures: A QM Plan shall include written policies and procedures describing essential program activities. Policies and procedures shall be based on community and professional standards of care specific to prevention services. The QM Plan shall describe how staff

will be trained and monitored to ensure that policies and procedures are effectively implemented. The QM Plan shall describe the process and indicators to be used to review and modify policies and procedures in order to improve the quality of services.

C. Client Feedback: A QM Plan shall include a mechanism for obtaining feedback from program participants regarding program effectiveness, accessibility and client satisfaction. Describe the method(s) to be used for client feedback, e.g., satisfaction surveys, focus groups, or interviews. Describe how client feedback data will be managed, analyzed, reported and used to make improvements to the program.

D. Program Staff Evaluation: A plan for staff evaluation shall include: description of the minimum qualifications for each program staff position; description of how each staff person is trained and developed and; description of the methods, including instruments, to be used to monitor staff performance.

E. Measurable Program Quality Indicators: Measurable quality indicators are intended to address the questions of how well and how effectively services are being provided.

By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the Contractor shall assess the quality of service delivery. A plan of corrective action shall be developed to address any program quality deficiency or to improve on the established effectiveness demonstrated by each indicator. Quality indicators shall be based on key activities described in the SERVICES TO BE PROVIDED and ADDITIONAL SERVICE REQUIREMENTS Paragraphs of this Exhibit. The QM Plan for prevention services shall include the following measurable program and/or services indicators (AS APPLICABLE PER THIS AGREEMENT):

(1) Process: Sixty percent (60%) of clients contacted will be provided encounter-level prevention services; one hundred percent (100%) of clients engaged for encounter level services will be offered a risk assessment; seventy-five percent (75%) of those clients will complete a risk assessment; eighty percent (80%) of those engaged for encounter level services will complete the services; one hundred percent (100%) of clients

completing services will be offered a client satisfaction survey.

(2) Outcome: Eighty percent (80%) of clients completing services will report satisfaction with the prevention services they received; seventy percent (70%) of clients completing services will demonstrate increased level of HIV risk reduction knowledge/ attitudes upon post-test measures; seventy percent of clients completing services will successfully demonstrate at least one risk reduction skill (e.g., putting a condom on a model, cleaning of injection equipment; communication/decision-making); seventy percent (70%) of clients completing services will report the intention to adopt at least one change in their reported risk behavior (e.g., using condoms or not sharing and/or cleaning injection equipment); sixty percent (60%) of clients completing services will report the adoption of at least one change in their reported risk behavior upon initial follow-up; sixty percent (60%) of those clients will report the maintenance of the adopted changes upon three month follow-up; sixty percent (60%) of those clients will demonstrate evidence

of overall harm reduction upon three month follow-up assessment; sixty percent (60%) of those clients will achieve improvement in overall quality of life (includes social factors that impede clients' ability to reduce their risk); one hundred percent (100%) of all media products will be developed utilizing appropriate consumer, community, government and academic input.

Documentation of quality indicator assessment shall be kept on file and available for OAPP review upon request.

F. Quality Assessment and Improvement Reports: The QM Plan shall include two (2) reports, signed by the Executive Director, and made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

(1) Mid-Year Report documenting the results of QM Plan functions, including the following: QM Committee activities, including those in attendance, agenda items discussed, and policy and procedure change recommendations to agency for improvement of services; results and analysis of data collected from client feedback methods and staff evaluations; plan of corrective action resulting from the assessment of the Measurable Program Quality Indicators.

(2) Year-end Report documenting QM Committee activities and the implementation of the plan of corrective action as approved by OAPP.

13. EVALUATION:

A. Contractor shall have an OAPP approved evaluation plan of HIV/AIDS HE/RR services. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) as it currently exist or as it is modified in the future.

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than 30 days after each six month period. The required data and

information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

EXHIBIT A-1
 SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among moderate and/or high risk African-American and Latino gay and bisexual men who have sex with men, ages 18-34 who do not self-identify as gay or bisexual in Service Planning Areas 2 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 6/30/04, a minimum of 381 individuals will complete three individual pre-retreat counseling sessions. (Individual Risk-Reduction Counseling) Agency Totals Bienestar <u>254</u> MAP <u>127</u>	1.1 Review and revise, as needed, risk assessments, co-factor assessments, and social support network forms, sign-up sheet, and 3-session curriculum to include but not be limited to: orientation of retreat, co-factors for HIV risk behaviors (e.g., homophobia, self-efficacy, community norms, values, self-esteem, isolation/social support, etc.), and HIV/AIDS information. Submit to OAPP for approval. 1.2 Schedule workshops and maintain calendar of sites, dates, and times. 1.3 Conduct workshops and obtain sign-in sheets.	By 7/1/03 7/1/03 and ongoing 7/1/03 and ongoing 7/1/03 and ongoing	1.1 Letter(s) of OAPP approval and related materials will be kept on file. 1.2 Documents will be kept on file and submitted with monthly reports to OAPP. 1.3 Documents will be kept on file and number of participants documented in monthly reports to OAPP. 1A.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
1A.0 By 6/30/04, a minimum of 328 participants will complete an HIV risk assessment. Agency Totals Bienestar <u>219</u> MAP <u>109</u>	1A.1 Administer HIV risk assessments, analyze results, and submit findings to OAPP in monthly reports.	7/1/03 and ongoing	1A.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
1B.0 By 6/30/04, a minimum of 272 participants will identify at least one personal co-factor for HIV infection. Agency Totals Bienestar <u>181</u> MAP <u>91</u>	1B.1 Administer co-factor assessment, analyze results, and submit findings to OAPP in monthly reports.	7/1/03 and ongoing	1B.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among moderate and/or high risk African-American and Latino gay and bisexual men who have sex with men, ages 18-34 who do not self-identify as gay or bisexual in Service Planning Areas 2 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1C.0 By 6/30/04, a minimum of 219 participants will identify at least one social support network.</p> <p>Agency Totals <u>Bienestar 146</u> <u>MAP 73</u></p>	<p>1C.1 Administer social support network form, analyze results, and submit findings to OAPP in monthly reports.</p>	7/1/03 and ongoing	1C.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
<p>1D.0 By 6/30/04, a minimum of 139 participants will commit to attending the 2-day Leadership Retreat. (The Leadership Retreat will be conducted by the Borders and CDC-funded SHAMen Project staff).</p> <p>Agency Totals <u>Bienestar 93</u> <u>MAP 46</u></p>	<p>1D.1 Administer sign-up sheet and maintain calendar of sites, dates, and times.</p>	7/1/03 and ongoing	1D.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
<p>2.0 By 6/30/04, a minimum of 68 retreat participants will complete a 3-month follow-up session. (Individual Risk-Reduction Counseling)</p> <p>Agency Totals <u>Bienestar 45</u> <u>MAP 23</u></p>	<p>2.1 Review and revise, as needed, 3-session follow-up workshop curriculum and submit to OAPP for approval.</p> <p>2.2 Schedule workshops and maintain a calendar of sites, dates, and times.</p> <p>2.3 Conduct workshops and obtain sign-in sheets.</p>	<p>By 8/1/03</p> <p>8/1/03 and ongoing</p> <p>8/1/03 and ongoing</p>	<p>2.1 Letter(s) of OAPP approval and materials will be kept on file.</p> <p>2.2 Documents will be kept on file and submitted with monthly reports to OAPP.</p> <p>2.3 Documents will be kept on file and number of participants documented in monthly reports to OAPP</p>
<p>2A.0 By 6/30/04, a minimum of 68 participants will report to be maintaining or be willing to recommit to at least one risk reduction behavior at the completion of the 3-month follow-up.</p> <p>Agency Totals <u>Bienestar 45</u> <u>MAP 23</u></p>	<p>2A.1 Administer behavior change contract, analyze results, and submit findings to OAPP.</p>	8/1/03 and ongoing	2A.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
<p>2B.0 By 6/30/04, a minimum of 68 participants will report an increased feeling of social support at the completion of the 3-month follow-up.</p> <p>Agency Totals <u>Bienestar 45</u> <u>MAP 23</u></p>	<p>2B.1 Administer social support measure, analyze results, and submit findings to OAPP.</p>	8/1/03 and ongoing	2B.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among moderate and/or high risk African-American and Latino gay and bisexual men who have sex with men, ages 18-34 who do not self-identify as gay or bisexual in Service Planning Areas 2 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2C.0 By 6/30/04, a minimum of 68 participants will report an increase in their self-esteem at the completion of the 3-month follow-up. Agency Totals Bienestar <u>45</u> MAP <u>23</u>	2C.1 Administer self-esteem measure, analyze results, and submit findings to OAPP.	8/1/03 and ongoing	2C.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
2D.0 By 6/30/04, a minimum of 68 participants will report to taking positive steps in resolving at least one personal co-factor to HIV infection at the completion of the 3-month follow-up. Agency Totals Bienestar <u>45</u> MAP <u>23</u>	2D.1 Administer co-factor assessment, analyze results, and submit findings to OAPP.	8/1/03 and ongoing	2D.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
2E.0 By 6/30/04, a minimum of 51 participants who completed the 3-month follow-up will be referred to other social services (e.g. HIV/STD testing, substance abuse, housing, etc.) Agency Totals Bienestar <u>34</u> MAP <u>17</u>	2E.1 Review and revise, as needed, referral form and sign-in sheet and submit to OAPP for approval. 2E.2 Administer referral form and maintain log of type, date and location of referral.	By 8/1/03 8/1/03 and ongoing	2F.1 Letter(s) of OAPP approval and related materials will be kept on file and results submitted in monthly reports to OAPP. 2E.2 Completed materials will be kept on file and results submitted in monthly reports to OAPP.
2F.0 By 6/30/04, a minimum of 51 participants who completed the 3-month follow-up will participate in a community graduation ceremony. Agency Totals Bienestar <u>34</u> MAP <u>17</u>	2F.1 Schedule graduation ceremonies at public venues. Maintain calendar of sites, dates and times. 2F.2 Conduct graduation ceremonies and administer certificates of completion/success.	8/1/03 and on going 8/1/03 and ongoing	2F.1 Documents will be kept on file and submitted in monthly reports to OAPP. 2F.2 Documents will be kept on file and results documented in monthly reports to OAPP.

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To reduce the risk of HIV infection among moderate and/or high risk African-American and Latino gay and bisexual men who have sex with men, ages 18-34 who do not self-identify as gay or bisexual in Service Planning Areas 2 through 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0 By 6/30/04, a minimum of 21 unduplicated individuals will volunteer to be members of the SHAMen Advisory Board. Agency Totals Bienestar 14 MAP 7	3.1 Recruit advisory board members. Maintain interest list. 3.2 Conduct advisory board meetings. Meetings will be held quarterly. Maintain sign-in sheet and maintain meeting minutes.	8/1/03 and ongoing 8/1/03 and ongoing	3.1 Completed materials will be kept on file and results documented in monthly reports to OAPP. 3.2 Documents will be kept on file and results submitted in monthly reports to OAPP.
4.0 By 6/30/04, a minimum of two cultural social events will be given by the Advisory Board. Agency Totals Bienestar 2 MAP 0	4.1 Collaborate with consortium members to plan cultural events. Maintain meeting notes. 4.2 Schedule cultural events and maintain calendar of dates, sites, and times. 4.3 Conduct cultural events and maintain log of activities.	8/1/03 and ongoing 8/1/03 and ongoing 8/1/03 and ongoing	4.1 Documents will be kept on file and results submitted in monthly reports to OAPP. 4.2 Calendar will be kept on file and submitted in monthly reports to OAPP. 4.3 Documents will be kept on file and results submitted in monthly reports to OAPP.

SERVICE DELIVERY SPECIFICATIONS

BIENESTAR HUMAN SERVICES
SHAMEN

BEHAVIORAL RISK GROUP: Men Who Have Sex with Men

SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA)								
SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
0%	15%	12%	27%	5%	17%	10%	14%	100%

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2000 goals.

SERVICE DELIVERY SPECIFICATION BY ETHNICITY					
African-American	Asian and Pacific Islander	Latino	White	American Indian	TOTAL
0%	0%	100%	0%	0%	100%

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan 2000 goals.

SCHEDULE 1

HIGH RISK INITIATIVE
BIENESTAR HUMAN SERVICES, INC.
SHAMEN PROJECT

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

BEHAVIORAL RISK GROUP:MSM

SERVICE PLANNING AREAS 2, 3, 4, 5, 6, 7, & 8

	<u>Budget Period</u>
	Date of Board Approval through <u>June 30, 2004</u>
Personnel Salaries	\$ 51,900
Employee Benefits	<u>11,418</u>
Total Personnel and Employee Benefits	\$ 63,318
Operating Expenses	\$ 69,784
Capital Expenditures	\$ 2,400
Other Costs	\$ -0-
Indirect Costs	<u>\$ 9,498</u>
TOTAL PROGRAM BUDGET	\$ 145,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

Contract No. _____

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____ 2003,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and ALTAMED SERVICES CORPORATION
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, who is also the Director of County's Department of Health Services, to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy (hereafter "OAPP") under the administrative direction of County's Department of Health Services (hereafter "DHS"); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, as a recipient of County AIDS funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area ("EMA") HIV continuum of Care.

WHEREAS, as a recipient of County AIDS funds, where there is a Service Provider Network ("SPN") in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of County AIDS funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of County AIDS funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of County AIDS funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS community development initiative services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and

shall continue in full force and effect through June 30, 2004. Said Agreement shall thereafter be automatically renewed for two (2) twelve (12) month periods, effective July 1, 2004 through June 30, 2005, and effective July 1, 2005 through June 30, 2006, subject to the availability of federal, State, or County funding sources. If such funding sources are not forthcoming, this Agreement shall terminate June 30, 2004. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's

Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or

referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, A-2, and A-3, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period from the date of Board approval through June 30, 2004, the maximum obligation of County for

all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). Such maximum obligation is comprised entirely of County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period July 1, 2004 through June 30, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). Such maximum obligation is comprised entirely of County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period July 1, 2005 through June 30, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). Such maximum obligation is comprised entirely of County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be

effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may

reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, and 3, and the PAYMENT Paragraph of this Agreement.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, A-1, A-2, and A-3

Schedule 1, 2, and 3

Exhibit B

8. PAYMENT-COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/

patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/

patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is

incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement

between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

9. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a

written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If

Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles

Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the

basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

12. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written

amendment to this Agreement which is formally approved and executed by the parties.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles,

California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such

report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
----------------	-------------

Disease - Policy Limit:	\$1 Million
-------------------------	-------------

Disease - Each Employee:	\$1 Million
--------------------------	-------------

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

16. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 500 Citadel Drive, Suite 490, Los Angeles, California 90040. Contractor's primary business telephone number is (323) 889-7310 and facsimile/FAX number is (323) 889-7399. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of

services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Public Health
313 North Figueroa Street, 8th Floor
Los Angeles, California 90012

Attention: Chief of Operations

(2) Department of Health Services
Office of AIDS Programs and Policy
600 South Commonwealth Avenue, 6th Floor
Los Angeles, California 90005

Attention: Director

(3) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) AltaMed Health Services Corporation
500 Citadel Drive, Suite 490
Los Angeles, California 90040

Attention: Mr. Castulo de la Rocha
President

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

ALTAMED SERVICES CORPORATION
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

pm:07/14/03
AGCDALTAMED1.GI

ALTAMED HEALTH SERVICES CORPORATION

EXHIBIT A
(Latino HIV/AIDS Consortium)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

1. DEFINITION(S):

A. HIV/AIDS Community Development Initiative services are activities aimed at the development of a comprehensive continuum of HIV/AIDS prevention and care services within Los Angeles County. Community development means the provision of information, consultation, technical services, and training for individuals and organizations to improve the delivery and effectiveness of HIV prevention and care services.

B. For the purpose of this Agreement, community development activities are designed to develop, strengthen, and sustain the capacity of communities to develop a collaborative and coordinated response to the HIV/AIDS epidemic in Los Angeles County by developing and supporting a county-wide Community Development Consortium to mobilize and organize the Latino community.

2. COUNTY'S MAXIMUM OBLIGATION: During the period from

the date of Board approval through June 30, 2006, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Community Development Initiative services shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000).

3. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, and 3. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement.

4. SERVICES TO BE PROVIDED:

A. For each contract year, contractor shall identify and select members of the Latino HIV Consortium to include key HIV/AIDS, business, faith-based, medical, public health and civic opinion leaders.

B. For each contract year, contractor shall execute Memoranda of Understanding ("MOU") with members of the Latino HIV Consortium and the Executive Committee to coordinate projects.

C. For each contract year, contractor shall establish an Executive Committee of the Latino HIV Consortium.

D. Contractor shall convene a minimum of eight (8) meetings of the Latino HIV/AIDS Consortium per contract year

and a minimum of four (4) meetings of the Executive Committee of the Latino HIV/AIDS Consortium per contract year.

E. Contractor shall develop and convene a minimum of two (2) Public Affairs Colloquia per contract year. Topics may include, but shall not be limited to: coalition-building in the Latino community, Latino community advocacy, Latino community leadership development, innovative programs, public speaking and policy making.

(1) For each contract year, contractor shall submit implementation plan to OAPP for review and approval, at least thirty (30) days before proposed utilization.

F. Contractor shall develop a minimum of two (2) written Policy Briefings per contract year on HIV/AIDS and other health disparities among Latinos in Los Angeles County and their implications.

(1) Contractor shall submit for approval such Policy Briefing to OAPP at least thirty (30) days prior to printing or release.

G. Contractor shall participate in and attend meetings of local, State and national HIV/AIDS policy organizations. Organizations may include, but shall not be limited to: the Los Angeles County Commission on HIV Health Services, the

los Angeles County HIV Prevention Planning Committee, the Southern California HIV Advocacy Coalition and AIDS Action Council.

H. Contractor shall participate in a minimum of two (2) congressional briefing(s) for federal legislators per contract year.

I. Contractor shall participate in a minimum of two (2) legislative briefing(s) for State legislators per contract year.

J. Contractor shall develop and convene a Latino HIV/AIDS Summit each contract year.

K. Contractor shall co-sponsor the "Latino HIV/AIDS Week of Prayer and Remembrance" with OAPP each contract year.

L. Contractor shall organize local observance of "Latino HIV/AIDS Awareness Day" each contract year.

M. Contractor shall provide assistance to OAPP in the writing and production of "State of an Epidemic" each contract year.

N. Contractor shall collaborate with the African-American HIV Consortium to develop joint projects where possible for each contract year.

5. ADDITIONAL SERVICE REQUIREMENTS:

A. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

B. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation.

C. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

6. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

7. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a monthly report services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy; 600 South Commonwealth Avenue, 6th Floor; Los Angeles, California 90005; Attention: Financial Services Division.

B. Annual Reports: Contractor shall submit to OAPP an annual summary report for each contract year no later than thirty (30) days after the end of each contract year.

8. PROGRAM RECORDS: Contractor shall, at a minimum, maintain program records as follows:

A. Documentation of consortium meetings, trainings and workshops. Documentation shall include, but shall not be limited to: dated sign-in sheets including location and time, copies of agenda, name(s) of the speaker(s), training and workshop evaluations and a brief summary of the topics presented.

B. Documentation of needs assessments activities.

Documentation shall include, but shall not be limited to: a copy of the needs assessment tool developed, a copy of the analysis of the results of the needs assessment, and a copy of the final report.

C. Documentation of consortium meetings. Documentation shall include, but shall not be limited to: copies of agendas, dated sign-in sheets including location and time, and meeting minutes.

D. Documentation of evaluation. Documentation shall include, but shall not be limited to: a copy of evaluation protocol, OAPP approval letter, copies of completed evaluation tools, and a copy of the findings report submitted to OAPP.

E. Documentation of the legislative and congressional briefings. Documentation shall include, but shall not be limited to: copies of the agendas, dated sign-in sheets including time, location and name of facilitator(s), evaluation of briefings, and summaries of the topic(s) discussed.

pm:07/14/03
AGCDALTAMED1.GI

EXHIBIT A-1
SCOPE OF WORK

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino community.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By August 2003, select Consortium staff, and convene core group of local and County-wide organizations which offer HIV/AIDS and other healthcare or social services to Latinos in Los Angeles County to establish the Consortium.	1.0: AltaMed will convene meeting of existing agencies serving the Latino HIV/AIDS community in each of the County's 8 SPAs including but not limited to Clinica Para Las Americas (Pico Union), El Proyecto del Barrio (Arleta), East Valley Community Health Center (Covina), and The Wall/Las Memorias (Highland Park), Bienestar (ELA).	July 2003, followed by regular monthly meetings. Consortium will meet a minimum of 8 times in the program year.	1.0: Letters of support from Clinica Para Las Americas, El Proyecto del Barrio, East Valley Community Health Center, Bienestar and The Wall/Las Memorias.
	1.1 In conjunction with agencies listed in 1.0, AltaMed will draft operating procedures, meeting schedule, and specific goals for the Consortium.		1.1: Agenda and minutes of initial orientation meeting are on file and submitted in reports to OAPP.
	1.2 AltaMed will develop a pool of candidates and hire a Program Manager.		1.2: Evaluate success of candidate recruitment effort by quality of candidates recruited and persons hired for positions. Documentation includes job advertisement, resumes submitted and copy of acceptance of job offer.
	1.3 AltaMed and agencies listed in 1.0 will assemble a list of prospective Consortium members including organizations serving other SPAs, civic opinion leaders, and other key individuals from business, faith-based, medical and public health arenas.		1.3: Evaluate effectiveness of research effort by the quality and quantity of organizations listed who joined the Consortium from the 8 SPAs.
	1.4 The Consortium will develop and issue literature describing the Consortium purpose and operation to prospective new members.		1.4: Evaluate effectiveness of marketing materials by analyzing recruitment and membership data.
	1.5 The Consortium will set up an initial orientation meeting and invite organization representatives to attend.		1.5: Evaluate meeting effectiveness by attendance and quality of meeting materials.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0: By September 2003, recruit key figures in the Latino community and the HIV/AIDS healthcare community to serve as an Executive Committee, which will assist with the development of the Consortium and its objectives.</p>	<p>2.0: The Consortium will identify potential Executive Committee members. Participants in the decision-making process will include Cástulo de la Rocha, JD, President and CEO of AltaMed Health Services Corporation, Richard Zaldivar, Executive Director of the Wall/Las Memorias, Alvaro Ballesteros, Associate Vice President of AltaMed HIV Services Division, and designated representatives of the collaborating partner organizations.</p>	<p>September 2003</p>	<p>2.0: Signed commitment letters from Executive Committee Members stipulating consulting services to assist the Consortium Director.</p>
<p>2.A Consortium will convene a meeting of Honorary Co-Chairs of the Executive Committee. This Honorary Committee will be elected officials from across the County of Los Angeles.</p>	<p>2.1: The Consortium will invite identified community leaders to join the Consortium Executive Committee drawing from leaders in business, labor, churches, schools, civic action groups, city government and planning, and other concerned parties.</p> <p>2.2: Program Manager will meet with Executive Committee prospects to brief them on the Consortium's purpose and goals.</p> <p>2.3: The Consortium will invite attendees to initial orientation meeting, headed by CEO Cástulo de la Rocha. Solicit their input on the Consortium operating procedures, and to define and discuss the role of the Executive Committee members in the Consortium's efforts.</p>		<p>2.1: Documentation of response from other individuals approached for Executive Committee membership.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0: By September 2003, the Consortium will secure support from community institutions such as churches, businesses, or political organizations for the Consortium activities and agenda.	3.0: The Consortium will identify institutions that could benefit the Consortium with their support, such as: <ul style="list-style-type: none"> ▪ California Primary Care Association ▪ California Latino Medical Association ▪ Community Clinic Association of Los Angeles County ▪ National Association of Community Health Centers ▪ National Council of La Raza ▪ Mexican American Legal Defense and Education Fund (MALDEF) ▪ National Association of Latino Elected and Appointed Officials (NALEO) ▪ League of United Latin American Citizens (LULAC) ▪ Mexican American Opportunity Foundation. ▪ Latino Business Association ▪ Los Angeles Chamber of Commerce ▪ Mexican-American Bar Association ▪ Roman Catholic Archdiocese of LA ▪ Episcopal Diocese of LA, AIDS Ministry ▪ St. Sophia's Greek Orthodox Church ▪ Local 11 – Hotel/Restaurant Workers Union ▪ LA County Federation of Labor (AFL-CIO) ▪ MAHEC – Multicultural Area Health Education Center 	September 2003	3.0: Letters of support from community institutions.
	3.1: Invite representatives of these institutions to attend orientation meeting. 3.2: Assist institutions in identifying and strengthening their role in responding to the HIV/AIDS crisis.		3.1: Documentation of resource contributions that assist in addressing Consortium goals.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0: By August 2003, develop a Plan of Action that leverages Consortium resources to improve the Latino community's response to the HIV/AIDS crisis.	4.0: The Consortium will initiate collaborative outreach efforts to increase political support from the Latino community at large to prepare for needs assessment outreach. 4.1: Improve resource and referral networks to allow greater and faster access to existing programs, by assembling a database of resources and services provided by Consortium organizations. 4.2: The Consortium will conduct a Needs Assessment to identify inadequacies in care and barriers to access and present to Executive Committee for review and approval. 4.3: From the Needs Assessment, the Consortium and Program Manager will draft a Policy Briefing for presentation to legislators at the local, state, and national levels in association with key organizations such as AIDS Action. 4.4: Disseminate Policy Briefing to legislators and other public policy stakeholders through various communication methods.	August 2003 Execution ongoing throughout Consortium lifespan	4.0: Member attendance at Consortium educational seminars. 4.1: Plan of Action will be kept on file in Consortium records. 4.2: Needs Assessment will be kept on file in Consortium records. 4.3: Policy Briefing will be kept on file in Consortium records. 4.4: Policy Briefing is presented and disseminated according to schedule.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
5.0: Increase Consortium representation in policy development processes on issues and legislation affecting the Latino community with regard to HIV/AIDS.	<p>5.0: Consortium members will attend meetings of the Los Angeles County Commission on HIV Health Services and its committees including the Public Policy Committee.</p> <p>5.1: Consortium members will attend Los Angeles County HIV Prevention Planning Committee meetings.</p> <p>5.2: The Consortium will encourage the community at-large to attend these meetings.</p> <p>5.3: The Program Manager will become involved in State and National organizations such as CHAAC (California HIV/AIDS Advocacy Coalition) and the National AIDS Action Council.</p> <p>5.4: The Consortium will engage the assistance of schools Public Policy & Public Administration.</p> <p>5.5: The Consortium will present the Policy Briefing developed in item 4.3 to planning bodies and advocacy organizations, as appropriate.</p> <p>5.6 The Consortium will join AIDS Action and the Southern California HIV/AIDS Coalition.</p>	Ongoing	<p>5.0: Records of meetings documenting Consortium members that attend Commission and Public Policy meetings.</p> <p>5.1: Records of meetings documenting Consortium members that attend Prevention Planning Committee meetings.</p> <p>5.2: Records of meetings documenting participation of community at-large.</p> <p>5.3: Correspondence with named state and national organizations.</p> <p>5.4: Number of presentations scheduled and completed.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>6.0: Organize public affairs colloquia to provide Consortium members and affiliates with training and information that will improve their abilities to organize and lobby effectively.</p>	<p>6.0: The Consortium will develop public affairs colloquia that address the following topics:</p> <ul style="list-style-type: none"> • Leadership • Advocacy • Introduction to Policy and the Legislative Process • Community Planning • Public Speaking • The Ryan White Care Act • The role of the Los Angeles HIV Commission as it relates to the Ryan White Care Act • HIV Prevention Planning Committee and its role in prevention planning in Los Angeles County. <p>6.1: The Consortium will seek to have elected officials assist with these trainings as well as local, state and federal representatives of the Department of Health Services.</p> <p>6.2: The Consortium will develop information resources and facilitate access to these resources.</p>	<p>July 2003 through June 2004</p>	<p>6.0: Documentation of schedule of workshops offered and roster of attendees to be kept on file.</p> <p>6.1: Documentation of officials recruited to assist in trainings.</p> <p>6.2: Documentation of resources made available.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
7.0: Implement Action Plan to bring greater attention, information, awareness and education to the Latino HIV/AIDS crisis at the legislative level to influence legislation and build consensus of pending HIV/AIDS issues.	7.0: The Consortium will conduct an area-wide policy briefing for presentation to general public and legislators at the local, state, and national levels.	7.0: February 2004	7.0: Records of advisory board members and their participation in planning and briefing event.
	7.1: Program Manager, and Consortium Members will visit local offices of County, State, and Federal Representatives to conduct briefings.	7.1: June 2005	7.1: Documentation of completed visits.
	7.2: Present the Policy Briefing developed in item 4.3 to these legislators.	7.2: June 2005	7.2: Evaluate effectiveness of public policy briefing document by attendance, quality of policy document and response by legislative community.
	7.3: Consortium will convene a Summit at the end of Year One, where the Executive Committee, together with representatives from city, county, state, and federal levels, bring legislators and policymakers into a comprehensive discussion of how they can address the HIV/AIDS crisis in the Latino community. Key figures will include those from the Los Angeles City Council, the Los Angeles County Board of Supervisors, the Governor's Office and the State Legislature, and area Representatives to Congress.	7.3: October, 2003	7.3: Attendance, agenda, and results of summit meeting.
	7.4: Consortium will co-sponsor "Week of Prayer and Remembrance" with OAPP. AltaMed will subcontract with The Wall Las Memorias to organize and execute this activity.	7.4: Fourth Quarter—Date to be Determined.	7.4: Minutes from planning sessions.
	7.5: Consortium will organize local observance of "Latino HIV Awareness Day".	7.5: Fourth Quarter—Date to be	7.5: Attendance, program agenda, and minutes from planning sessions.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
8.0 Build relationships with public and private healthcare agencies, community organizations, and government offices to facilitate communication and provide education to enhance their understanding of Latino HIV/AIDS concerns.	8.0: The Consortium will participate in the Annual AIDS Lobby Day in Sacramento. Organize a delegation of Latino leaders to represent the Consortium at these advocacy activities.	To be determined	8.0: Roster of delegates attending lobbying events.
	8.1: The Consortium will participate in the Annual AIDS Advocacy Day conducted by the National Ryan White CARE Coalition in Washington, DC. Organize a delegation of Latino leaders to represent the Consortium at these lobbying activities.		8.1: Schedule of workshops and briefings held at conferences and meetings.
	8.2: Program Manager will develop workshops and briefings to be held at the annual conference of the California Primary Care Association, the California Community Clinic Association and the National Association of Community Health Centers.		8.2: Documentation includes presentation materials, attendance rosters and evaluation survey.
	8.3: Program Manager will develop workshops and briefings to be held/presented at the Region 9 meetings of the Ryan White Title III Program.		8.3: Documentation includes presentation materials, attendance rosters, and evaluation survey.
	8.4: Program Manager will develop workshops and briefings to be held during the annual National Catholic AIDS Network meeting.		8.4: Documentation includes presentation materials, attendance rosters and evaluation survey.
	8.5: The Consortium will present briefings to meetings of the Centers for Substance Abuse Treatment (CSAT).		8.5: Documentation includes presentation materials, attendance rosters and evaluation survey.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>9.0 Create a continuum of information to enhance resources as well as to improve processes by learning from previous activities.</p>	<p>9.0: Program Manager will develop an annual consortium report outlining all of the legislative agenda items accomplished, leadership development activities, successes of community involvement.</p> <p>9.1: Program Manager will distribute report to the Department of Health Services at the County and State Levels, community partners, elected officials, Commission on HIV Health Services, HIV Prevention Planning Committee and the various advocacy groups in Latino healthcare.</p> <p>9.2: AltaMed will assist OAPP with the writing and production of "State of an Epidemic"</p>	<p>One year after project start and annually thereafter</p>	<p>9.0: Keep reports on file for future reference.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>10.0 Create a consumer advisory board of people infected with and affected by HIV/AIDS, to provide consumer input to the Consortium and participate in lobbying activities at all levels.</p>	<p>10.0 The Executive Committee will select 8-10 individuals representative of the HIV/AIDS affected Latino community to comprise the advisory board. A minimum of one member from each of the 8 SPA areas will be required. Membership could extend to a person whose family is affected by HIV/AIDS.</p> <p>10.1: The Executive Committee will ensure that the advisory board is represented at advocacy events and visits to legislators.</p> <p>10.2: The Executive Committee will solicit consumer input from this board to improve processes and practices among Consortium service providers.</p>	<p>To be determined</p>	<p>10.0: Records of advisory board members and their participation in events and planning.</p>

SCOPE OF WORK - EXHIBIT A-2

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino community.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 Convene Consortium, including core group of local and County-wide organizations which offer HIV/AIDS and other healthcare or social services to Latinos in Los Angeles County.	<p>1.0: AltaMed will convene meeting of existing agencies serving the Latino HIV/AIDS community in each of the County's 8 SPAs including but not limited to Clinica Para Las Americas (Pico Union), El Proyecto del Barrio (Arleta), East Valley Community Health Center (Covina), and The Wall/Las Memorias (Highland Park), Bienestar (ELA).</p> <p>1.1 In conjunction with agencies listed in 1.0, AltaMed will draft operating procedures, meeting schedule, and specific goals for the Consortium.</p> <p>1.2 AltaMed will develop a pool of candidates and hire a Program Manager.</p> <p>1.3 AltaMed and agencies listed in 1.0 will assemble a list of prospective Consortium members including organizations serving other SPAs, civic opinion leaders, and other key individuals from business, faith-based, medical and public health arenas.</p> <p>1.4 The Consortium will develop and issue literature describing the Consortium purpose and operation to prospective new members.</p> <p>1.5 The Consortium will set up an initial orientation meeting and invite organization representatives to attend.</p>	<p>ongoing</p> <p>Consortium will meet a minimum of 8 times in the program year.</p>	<p>1.0: Letters of support from Clinica Para Las Americas, El Proyecto del Barrio, East Valley Community Health Center, Bienestar and The Wall/Las Memorias.</p> <p>1.1: Agenda and minutes of initial orientation meeting are on file and submitted in reports to OAPP.</p> <p>1.2: Evaluate success of candidate recruitment effort by quality of candidates recruited and persons hired for positions. Documentation includes job advertisement, resumes submitted and copy of acceptance of job offer.</p> <p>1.3: Evaluate effectiveness of research effort by the quality and quantity of organizations listed who joined the Consortium from the 8 SPAs.</p> <p>1.4: Evaluate effectiveness of marketing materials by analyzing recruitment and membership data.</p> <p>1.5: Evaluate meeting effectiveness by attendance and quality of meeting materials.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0: Continue to recruit key figures in the Latino community and the HIV/AIDS healthcare community to serve as an Executive Committee.</p> <p>2.A Consortium will convene a meeting of Honorary Co-Chairs of the Executive Committee. This Honorary Committee will be elected officials from across the County of Los Angeles.</p>	<p>2.0: The Consortium will identify potential Executive Committee members. Participants in the decision-making process will include Cástulo de la Rocha, JD, President and CEO of AltaMed Health Services Corporation, Richard Zaldivar, Executive Director of the Wall/Las Memorias, Alvaro Ballesteros, Associate Vice President of AltaMed HIV Services Division, and designated representatives of the collaborating partner organizations.</p> <p>2.1: The Consortium will invite identified community leaders to join the Consortium Executive Committee drawing from leaders in business, labor, churches, schools, civic action groups, city government and planning, and other concerned parties.</p> <p>2.2: Program Manager will meet with Executive Committee prospects to brief them on the Consortium's purpose and goals.</p> <p>2.3: The Consortium will invite attendees to initial orientation meeting, headed by CEO Cástulo de la Rocha. Solicit their input on the Consortium operating procedures, and to define and discuss the role of the Executive Committee members in the Consortium's efforts.</p>	<p>ongoing</p>	<p>2.0: Signed commitment letters from Executive Committee Members stipulating consulting services to assist the Consortium Director.</p> <p>2.1: Documentation of response from other individuals approached for Executive Committee membership.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>3.0: The Consortium will secure and maintain support from community institutions such as churches, businesses, or political organizations for the Consortium activities and agenda.</p>	<p>3.0: The Consortium will identify institutions that could benefit the Consortium with their support, such as:</p> <ul style="list-style-type: none"> ▪ California Primary Care Association ▪ California Latino Medical Association ▪ Community Clinic Association of Los Angeles County ▪ National Association of Community Health Centers ▪ National Council of La Raza ▪ Mexican American Legal Defense and Education Fund (MALDEF) ▪ National Association of Latino Elected and Appointed Officials (NALEO) ▪ League of United Latin American Citizens (LULAC) ▪ Mexican American Opportunity Foundation. ▪ Latino Business Association ▪ Los Angeles Chamber of Commerce ▪ Mexican-American Bar Association ▪ Roman Catholic Archdiocese of LA ▪ Episcopal Diocese of LA, AIDS Ministry ▪ St. Sophia's Greek Orthodox Church ▪ Local 11 – Hotel/Restaurant Workers Union ▪ LA County Federation of Labor (AFL-CIO) ▪ MAHEC – Multicultural Area Health Education Center <p>3.1: Invite representatives of these institutions to attend orientation meeting.</p>	<p>ongoing</p>	<p>3.0: Letters of support from community institutions.</p> <p>3.1: Documentation of resource contributions that assist in addressing Consortium goals.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.0: Develop a Plan of Action that leverages Consortium resources to improve the Latino community's response to the HIV/AIDS crisis.</p>	<p>4.0: The Consortium will initiate collaborative outreach efforts to increase political support from the Latino community at large to prepare for needs assessment outreach.</p> <p>4.1: Improve resource and referral networks to allow greater and faster access to existing programs, by assembling a database of resources and services provided by Consortium organizations.</p> <p>4.2: The Consortium will conduct a Needs Assessment to identify inadequacies in care and barriers to access and present to Executive Committee for review and approval.</p> <p>4.3: From the Needs Assessment, the Consortium and Program Manager will draft a Policy Briefing for presentation to legislators at the local, state, and national levels in association with key organizations such as AIDS Action.</p> <p>4.4: Disseminate Policy Briefing to legislators and other public policy stakeholders through various communication methods.</p>	<p>ongoing</p> <p>Execution ongoing throughout Consortium lifespan</p>	<p>4.0: Member attendance at Consortium educational seminars.</p> <p>4.1: Plan of Action will be kept on file in Consortium records.</p> <p>4.2: Needs Assessment will be kept on file in Consortium records.</p> <p>4.3: Policy Briefing will be kept on file in Consortium records.</p> <p>4.4: Policy Briefing is presented and disseminated according to schedule.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.0: Increase Consortium representation in policy development processes on issues and legislation affecting the Latino community with regard to HIV/AIDS.</p>	<p>5.0: Consortium members will attend meetings of the Los Angeles County Commission on HIV Health Services and its committees including the Public Policy Committee.</p> <p>5.1: Consortium members will attend Los Angeles County HIV Prevention Planning Committee meetings.</p> <p>5.2: The Consortium will encourage the community at-large to attend these meetings.</p> <p>5.3: The Program Manager will become involved in State and National organizations such as CHAAC (California HIV/AIDS Advocacy Coalition) and the National AIDS Action Council.</p> <p>5.4: The Consortium will engage the assistance of schools Public Policy & Public Administration.</p> <p>5.5: The Consortium will present the Policy Briefing developed in item 4.3 to planning bodies and advocacy organizations, as appropriate.</p> <p>5.6 The Consortium will join AIDS Action and the Southern California HIV/AIDS Coalition.</p>	<p>Ongoing</p>	<p>5.0: Records of meetings documenting Consortium members that attend Commission and Public Policy meetings.</p> <p>5.1: Records of meetings documenting Consortium members that attend Prevention Planning Committee meetings.</p> <p>5.2: Records of meetings documenting participation of community at-large.</p> <p>5.3: Correspondence with named state and national organizations.</p> <p>5.4: Number of presentations scheduled and completed.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>6.0: Organize public affairs colloquia to provide Consortium members and affiliates with training and information that will improve their abilities to organize and lobby effectively.</p>	<p>6.0: The Consortium will develop public affairs colloquia that address the following topics:</p> <ul style="list-style-type: none"> • Leadership • Advocacy • Introduction to Policy and the Legislative Process • Community Planning • Public Speaking • The Ryan White Care Act • The role of the Los Angeles HIV Commission as it relates to the Ryan White Care Act • HIV Prevention Planning Committee and its role in prevention planning in Los Angeles County. <p>6.1: The Consortium will seek to have elected officials assist with these trainings as well as local, state and federal representatives of the Department of Health Services.</p> <p>6.2: The Consortium will develop information resources and facilitate access to these resources.</p>	<p>ongoing</p>	<p>6.0: Documentation of schedule of workshops offered and roster of attendees to be kept on file.</p> <p>6.1: Documentation of officials recruited to assist in trainings.</p> <p>6.2: Documentation of resources made available.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>7.0: Implement Action Plan to bring greater attention, information, awareness and education to the Latino HIV/AIDS crisis at the legislative level to influence legislation and build consensus of pending HIV/AIDS issues.</p>	<p>7.0: The Consortium will conduct an area-wide policy briefing for presentation to general public and legislators at the local, state, and national levels.</p> <p>7.1: Program Manager, and Consortium Members will visit local offices of County, State, and Federal Representatives to conduct briefings.</p> <p>7.2: Present the Policy Briefing developed in item 4.3 to these legislators.</p> <p>7.3: Consortium will convene a Latino HIV/AIDS Summit.</p> <p>7.4: Consortium will co-sponsor "Week of Prayer and Remembrance" with OAPP.</p> <p>AltaMed will subcontract with The Wall Las Memorias to organize and execute this activity.</p> <p>7.5: Consortium will organize local observance of "Latino HIV Awareness Day".</p>	<p>ongoing</p>	<p>7.0: Records of advisory board members and their participation in planning and briefing event.</p> <p>7.1: Documentation of completed visits.</p> <p>7.2: Evaluate effectiveness of public policy briefing document by attendance, quality of policy document and response by legislative community.</p> <p>7.3: Attendance, agenda, and results of summit meeting.</p> <p>7.4: Minutes from planning sessions.</p> <p>7.5: Attendance, program agenda, and minutes from planning sessions.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.08 Build relationships with public and private healthcare agencies, community organizations, and government offices to facilitate communication and provide education to enhance their understanding of Latino HIV/AIDS concerns.</p>	<p>8.0: The Consortium will participate in the Annual AIDS Lobby Day in Sacramento. Organize a delegation of Latino leaders to represent the Consortium at these advocacy activities.</p> <p>8.1: The Consortium will participate in the Annual AIDS Advocacy Day conducted by the National Ryan White CARE Coalition in Washington, DC. Organize a delegation of Latino leaders to represent the Consortium at these lobbying activities.</p> <p>8.2: Program Manager will develop workshops and briefings to be held at the annual conference of the California Primary Care Association, the California Community Clinic Association and the National Association of Community Health Centers.</p> <p>8.3: Program Manager will develop workshops and briefings to be held/presented at the Region 9 meetings of the Ryan White Title III Program.</p> <p>8.4: Program Manager will develop workshops and briefings to be held during the annual National Catholic AIDS Network meeting.</p> <p>8.5: The Consortium will present briefings to meetings of the Centers for Substance Abuse Treatment (CSAT).</p>	<p>To be determined</p>	<p>8.0: Roster of delegates attending lobbying events.</p> <p>8.1: Schedule of workshops and briefings held at conferences and meetings.</p> <p>8.2: Documentation includes presentation materials, attendance rosters and evaluation survey.</p> <p>8.3: Documentation includes presentation materials, attendance rosters, and evaluation survey.</p> <p>8.4: Documentation includes presentation materials, attendance rosters and evaluation survey.</p> <p>8.5: Documentation includes presentation materials, attendance rosters and evaluation survey.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.09 Create a continuum of information to enhance resources as well as to improve processes by learning from previous activities.</p>	<p>9.0: Program Manager will develop an annual consortium report outlining all of the legislative agenda items accomplished, leadership development activities, successes of community involvement.</p> <p>9.1: Program Manager will distribute report to the Department of Health Services at the County and State Levels, community partners, elected officials, Commission on HIV Health Services, HIV Prevention Planning Committee and the various advocacy groups in Latino healthcare.</p> <p>9.2: AltaMed will assist OAPP with the writing and production of "State of an Epidemic"</p>	<p>ongoing</p>	<p>9.0: Keep reports on file for future reference.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.10 Create a consumer advisory board of people infected with and affected by HIV/AIDS, to provide consumer input to the Consortium and participate in lobbying activities at all levels.</p>	<p>10.0 The Executive Committee will select 8-10 individuals representative of the HIV/AIDS affected Latino community to comprise the advisory board. A minimum of one member from each of the 8 SPA areas will be required. Membership could extend to a person whose family is affected by HIV/AIDS.</p> <p>10.1: The Executive Committee will ensure that the advisory board is represented at advocacy events and visits to legislators.</p> <p>10.2: The Executive Committee will solicit consumer input from this board to improve processes and practices among Consortium service providers.</p>	<p>To be determined</p>	<p>10.0: Records of advisory board members and their participation in events and planning.</p>

SCOPE OF WORK - EXHIBIT A-3

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino community.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 Convene Consortium, including core group of local and County-wide organizations which offer HIV/AIDS and other healthcare or social services to Latinos in Los Angeles County.	<p>1.0: AltaMed will convene meeting of existing agencies serving the Latino HIV/AIDS community in each of the County's 8 SPAs including but not limited to Clinica Para Las Americas (Pico Union), El Proyecto del Barrio (Arlleta), East Valley Community Health Center (Covina), and The Wall/Las Memorias (Highland Park), Bienestar (ELA).</p> <p>1.1 In conjunction with agencies listed in 1.0, AltaMed will draft operating procedures, meeting schedule, and specific goals for the Consortium.</p> <p>1.2 AltaMed will develop a pool of candidates and hire a Program Manager.</p> <p>1.3 AltaMed and agencies listed in 1.0 will assemble a list of prospective Consortium members including organizations serving other SPAs, civic opinion leaders, and other key individuals from business, faith-based, medical and public health arenas.</p> <p>1.4 The Consortium will develop and issue literature describing the Consortium purpose and operation to prospective new members.</p> <p>1.5 The Consortium will set up an initial orientation meeting and invite organization representatives to attend.</p>	<p>ongoing</p> <p>Consortium will meet a minimum of 8 times in the program year.</p>	<p>1.0: Letters of support from Clinica Para Las Americas, El Proyecto del Barrio, East Valley Community Health Center, Bienestar and The Wall/Las Memorias.</p> <p>1.1: Agenda and minutes of initial orientation meeting are on file and submitted in reports to OAPP.</p> <p>1.2: Evaluate success of candidate recruitment effort by quality of candidates recruited and persons hired for positions. Documentation includes job advertisement, resumes submitted and copy of acceptance of job offer.</p> <p>1.3: Evaluate effectiveness of research effort by the quality and quantity of organizations listed who joined the Consortium from the 8 SPAs.</p> <p>1.4: Evaluate effectiveness of marketing materials by analyzing recruitment and membership data.</p> <p>1.5: Evaluate meeting effectiveness by attendance and quality of meeting materials.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.0: Continue to recruit key figures in the Latino community and the HIV/AIDS healthcare community to serve as an Executive Committee.</p> <p>2.A Consortium will convene a meeting of Honorary Co-Chairs of the Executive Committee. This Honorary Committee will be elected officials from across the County of Los Angeles.</p>	<p>2.0: The Consortium will identify potential Executive Committee members. Participants in the decision-making process will include Cástulo de la Rocha, JD, President and CEO of AltaMed Health Services Corporation, Richard Zaldivar, Executive Director of the Wall/Las Memorias, Alvaro Ballesteros, Associate Vice President of AltaMed HIV Services Division, and designated representatives of the collaborating partner organizations.</p> <p>2.1: The Consortium will invite identified community leaders to join the Consortium Executive Committee drawing from leaders in business, labor, churches, schools, civic action groups, city government and planning, and other concerned parties.</p> <p>2.2: Program Manager will meet with Executive Committee prospects to brief them on the Consortium's purpose and goals.</p> <p>2.3: The Consortium will invite attendees to initial orientation meeting, headed by CEO Cástulo de la Rocha. Solicit their input on the Consortium operating procedures, and to define and discuss the role of the Executive Committee members in the Consortium's efforts.</p>	<p>ongoing</p>	<p>2.0: Signed commitment letters from Executive Committee Members stipulating consulting services to assist the Consortium Director.</p> <p>2.1: Documentation of response from other individuals approached for Executive Committee membership.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>3.0: The Consortium will secure and maintain support from community institutions such as churches, businesses, or political organizations for the Consortium activities and agenda.</p>	<p>3.0: The Consortium will identify institutions that could benefit the Consortium with their support, such as:</p> <ul style="list-style-type: none"> ▪ California Primary Care Association ▪ California Latino Medical Association ▪ Community Clinic Association of Los Angeles County ▪ National Association of Community Health Centers ▪ National Council of La Raza ▪ Mexican American Legal Defense and Education Fund (MALDEF) ▪ National Association of Latino Elected and Appointed Officials (NALEO) ▪ League of United Latin American Citizens (LULAC) ▪ Mexican American Opportunity Foundation. ▪ Latino Business Association ▪ Los Angeles Chamber of Commerce ▪ Mexican-American Bar Association ▪ Roman Catholic Archdiocese of LA ▪ Episcopal Diocese of LA, AIDS Ministry ▪ St. Sophia's Greek Orthodox Church ▪ Local 11 – Hotel/Restaurant Workers Union ▪ LA County Federation of Labor (AFL-CIO) ▪ MAHEC – Multicultural Area Health Education Center <p>3.1: Invite representatives of these institutions to attend orientation meeting.</p>	<p>ongoing</p>	<p>3.0: Letters of support from community institutions.</p> <p>3.1: Documentation of resource contributions that assist in addressing Consortium goals.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.0: Develop a Plan of Action that leverages Consortium resources to improve the Latino community's response to the HIV/AIDS crisis.</p>	<p>4.0: The Consortium will initiate collaborative outreach efforts to increase political support from the Latino community at large to prepare for needs assessment outreach.</p> <p>4.1: Improve resource and referral networks to allow greater and faster access to existing programs, by assembling a database of resources and services provided by Consortium organizations.</p> <p>4.2: The Consortium will conduct a Needs Assessment to identify inadequacies in care and barriers to access and present to Executive Committee for review and approval.</p> <p>4.3: From the Needs Assessment, the Consortium and Program Manager will draft a Policy Briefing for presentation to legislators at the local, state, and national levels in association with key organizations such as AIDS Action.</p> <p>4.4: Disseminate Policy Briefing to legislators and other public policy stakeholders through various communication methods.</p>	<p>ongoing</p> <p>Execution ongoing throughout Consortium lifespan</p>	<p>4.0: Member attendance at Consortium educational seminars.</p> <p>4.1: Plan of Action will be kept on file in Consortium records.</p> <p>4.2: Needs Assessment will be kept on file in Consortium records.</p> <p>4.3: Policy Briefing will be kept on file in Consortium records.</p> <p>4.4: Policy Briefing is presented and disseminated according to schedule.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.0: Increase Consortium representation in policy development processes on issues and legislation affecting the Latino community with regard to HIV/AIDS.</p>	<p>5.0: Consortium members will attend meetings of the Los Angeles County Commission on HIV Health Services and its committees including the Public Policy Committee.</p> <p>5.1: Consortium members will attend Los Angeles County HIV Prevention Planning Committee meetings.</p> <p>5.2: The Consortium will encourage the community at-large to attend these meetings.</p> <p>5.3: The Program Manager will become involved in State and National organizations such as CHAAC (California HIV/AIDS Advocacy Coalition) and the National AIDS Action Council.</p> <p>5.4: The Consortium will engage the assistance of schools Public Policy & Public Administration.</p> <p>5.5: The Consortium will present the Policy Briefing developed in item 4.3 to planning bodies and advocacy organizations, as appropriate.</p> <p>5.6 The Consortium will join AIDS Action and the Southern California HIV/AIDS Coalition.</p>	<p>Ongoing</p>	<p>5.0: Records of meetings documenting Consortium members that attend Commission and Public Policy meetings.</p> <p>5.1: Records of meetings documenting Consortium members that attend Prevention Planning Committee meetings.</p> <p>5.2: Records of meetings documenting participation of community at-large.</p> <p>5.3: Correspondence with named state and national organizations.</p> <p>5.4: Number of presentations scheduled and completed.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>6.0: Organize public affairs colloquia to provide Consortium members and affiliates with training and information that will improve their abilities to organize and lobby effectively.</p>	<p>6.0: The Consortium will develop public affairs colloquia that address the following topics:</p> <ul style="list-style-type: none"> • Leadership • Advocacy • Introduction to Policy and the Legislative Process • Community Planning • Public Speaking • The Ryan White Care Act • The role of the Los Angeles HIV Commission as it relates to the Ryan White Care Act • HIV Prevention Planning Committee and its role in prevention planning in Los Angeles County. <p>6.1: The Consortium will seek to have elected officials assist with these trainings as well as local, state and federal representatives of the Department of Health Services.</p> <p>6.2: The Consortium will develop information resources and facilitate access to these resources.</p>	<p>ongoing</p>	<p>6.0: Documentation of schedule of workshops offered and roster of attendees to be kept on file.</p> <p>6.1: Documentation of officials recruited to assist in trainings.</p> <p>6.2: Documentation of resources made available.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>7.0: Implement Action Plan to bring greater attention, information, awareness and education to the Latino HIV/AIDS crisis at the legislative level to influence legislation and build consensus of pending HIV/AIDS issues.</p>	<p>7.0: The Consortium will conduct an area-wide policy briefing for presentation to general public and legislators at the local, state, and national levels. 7.1: Program Manager, and Consortium Members will visit local offices of County, State, and Federal Representatives to conduct briefings. 7.2: Present the Policy Briefing developed in item 4.3 to these legislators. 7.3: Consortium will convene a Latino HIV/AIDS Summit. 7.4: Consortium will co-sponsor "Week of Prayer and Remembrance" with OAPP. AltaMed will subcontract with The Wall Las Memorias to organize and execute this activity. 7.5: Consortium will organize local observance of "Latino HIV Awareness Day".</p>	<p>ongoing</p>	<p>7.0: Records of advisory board members and their participation in planning and briefing event. 7.1: Documentation of completed visits. 7.2: Evaluate effectiveness of public policy briefing document by attendance, quality of policy document and response by legislative community. 7.3: Attendance, agenda, and results of summit meeting. 7.4: Minutes from planning sessions. 7.5: Attendance, program agenda, and minutes from planning sessions.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.08 Build relationships with public and private healthcare agencies, community organizations, and government offices to facilitate communication and provide education to enhance their understanding of Latino HIV/AIDS concerns.</p>	<p>8.0: The Consortium will participate in the Annual AIDS Lobby Day in Sacramento. Organize a delegation of Latino leaders to represent the Consortium at these advocacy activities.</p> <p>8.1: The Consortium will participate in the Annual AIDS Advocacy Day conducted by the National Ryan White CARE Coalition in Washington, DC. Organize a delegation of Latino leaders to represent the Consortium at these lobbying activities.</p> <p>8.2: Program Manager will develop workshops and briefings to be held at the annual conference of the California Primary Care Association, the California Community Clinic Association and the National Association of Community Health Centers.</p> <p>8.3: Program Manager will develop workshops and briefings to be held/presented at the Region 9 meetings of the Ryan White Title III Program.</p> <p>8.4: Program Manager will develop workshops and briefings to be held during the annual National Catholic AIDS Network meeting.</p> <p>8.5: The Consortium will present briefings to meetings of the Centers for Substance Abuse Treatment (CSAT).</p>	To be determined	<p>8.0: Roster of delegates attending lobbying events.</p> <p>8.1: Schedule of workshops and briefings held at conferences and meetings.</p> <p>8.2: Documentation includes presentation materials, attendance rosters and evaluation survey.</p> <p>8.3: Documentation includes presentation materials, attendance rosters, and evaluation survey.</p> <p>8.4: Documentation includes presentation materials, attendance rosters and evaluation survey.</p> <p>8.5: Documentation includes presentation materials, attendance rosters and evaluation survey.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.09 Create a continuum of information to enhance resources as well as to improve processes by learning from previous activities.</p>	<p>9.0: Program Manager will develop an annual consortium report outlining all of the legislative agenda items accomplished, leadership development activities, successes of community involvement.</p> <p>9.1: Program Manager will distribute report to the Department of Health Services at the County and State Levels, community partners, elected officials, Commission on HIV Health Services, HIV Prevention Planning Committee and the various advocacy groups in Latino healthcare.</p> <p>9.2: AltaMed will assist OAPP with the writing and production of "State of an Epidemic"</p>	<p>ongoing</p>	<p>9.0: Keep reports on file for future reference.</p>

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>1.10 Create a consumer advisory board of people infected with and affected by HIV/AIDS, to provide consumer input to the Consortium and participate in lobbying activities at all levels.</p>	<p>10.0 The Executive Committee will select 8-10 individuals representative of the HIV/AIDS affected Latino community to comprise the advisory board. A minimum of one member from each of the 8 SPA areas will be required. Membership could extend to a person whose family is affected by HIV/AIDS.</p> <p>10.1: The Executive Committee will ensure that the advisory board is represented at advocacy events and visits to legislators.</p> <p>10.2: The Executive Committee will solicit consumer input from this board to improve processes and practices among Consortium service providers.</p>	<p>To be determined</p>	<p>10.0: Records of advisory board members and their participation in events and planning.</p>

ALTAMED HEALTH SERVICES CORPORATION

SCHEDULE 1
(Latino HIV/AIDS Consortium)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

	<u>Budget Period</u> Date of Board Approval through <u>June 30, 2004</u>
Salaries	\$ 92,002
Employee Benefits	<u>22,080</u>
Total Salaries and Employee Benefits	\$114,082
Services and Supplies	\$ 91,309
Equipment	\$ 3,000
Rent	\$ 6,000
Indirect Cost	<u>\$ 35,609</u>
TOTAL PROGRAM BUDGET	\$250,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

ALTAMED HEALTH SERVICES CORPORATION

SCHEDULE 2
(Latino HIV/AIDS Consortium)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

	<u>Budget Period</u>
	July 1, 2004 through <u>June 30, 2005</u>
Salaries	\$112,002
Employee Benefits	<u>26,880</u>
Total Salaries and Employee Benefits.	\$138,882
Services and Supplies	\$ 69,509
Equipment	\$ 0
Rent	\$ 6,000
Indirect Cost	<u>\$ 35,609</u>
TOTAL PROGRAM BUDGET	\$250,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

ALTAMED HEALTH SERVICES CORPORATION

SCHEDULE 3
(Latino HIV/AIDS Consortium)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

	<u>Budget Period</u>
	July 1, 2005 through <u>June 30, 2006</u>
Salaries	\$112,002
Employee Benefits	<u>26,880</u>
Total Salaries and Employee Benefits	\$138,882
Services and Supplies	\$ 69,509
Equipment	\$ 0
Rent	\$ 6,000
Indirect Cost	<u>\$ 35,609</u>
TOTAL PROGRAM BUDGET	\$250,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

EXHIBIT III

Contract No. _____

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____ 2003,

by and between COUNTY OF LOS ANGELES (hereafter
 "County"),

and PALMS RESIDENTIAL CARE FACILITY
 (hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025
places upon County's Board of Supervisors the duty to preserve
and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000
requires County's Board of Supervisors to appoint a County Health
Officer, who is also the Director of County's Department of
Health Services, to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and
Policy (hereafter "OAPP") under the administrative direction of
County's Department of Health Services (hereafter "DHS"); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, as a recipient of County AIDS funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area ("EMA") HIV continuum of Care.

WHEREAS, as a recipient of County AIDS funds, where there is a Service Provider Network ("SPN") in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of County AIDS funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of County AIDS funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of County AIDS funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS community development initiative services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and

shall continue in full force and effect through June 30, 2004. Said Agreement shall thereafter be automatically renewed for two (2) twelve (12) month periods, effective July 1, 2004 through June 30, 2005, and effective July 1, 2005 through June 30, 2006, subject to the availability of federal, State, or County funding sources. If such funding sources are not forthcoming, this Agreement shall terminate June 30, 2004. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's

Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or

referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, A-2, and A-3, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period from the date of Board approval through June 30, 2004, the maximum obligation of County for

all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). Such maximum obligation is comprised entirely of County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period July 1, 2004 through June 30, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). Such maximum obligation is comprised entirely of County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period July 1, 2005 through June 30, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). Such maximum obligation is comprised entirely of County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be

effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may

reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, and 3, and the PAYMENT Paragraph of this Agreement.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, A-1, A-2, and A-3

Schedule 1, 2, and 3

Exhibit B

8. PAYMENT-COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/

patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/

patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is

incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement

between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

9. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a

written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If

Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles

Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

11. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the

basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

12. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written

amendment to this Agreement which is formally approved and executed by the parties.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles,

California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such

report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

16. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 8480 South Figueroa Street; Los Angeles, California 90003. Contractor's primary business telephone number is (323) 751-3330 and facsimile/FAX number is (323) 751-2476. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of

services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

(1) Department of Health Services
Public Health
313 North Figueroa Street, 8th Floor
Los Angeles, California 90012

Attention: Chief of Operations

(2) Department of Health Services
Office of AIDS Programs and Policy
600 South Commonwealth Avenue, 6th Floor
Los Angeles, California 90005

Attention: Director

(3) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) Palms Residential Care Facility
8480 South Figueroa Street
Los Angeles, California 90003

Attention: Mr. Kevin L. Pickett
Director

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D..
Director and Chief Medical
Officer

PALM RESIDENTIAL CARE FACILITY
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

pm:07/14/03
AGCDPALM1.GI

PALM RESIDENTIAL CARE FACILITY

EXHIBIT A
(African-American HIV/AIDS Consortium)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

1. DEFINITION(S):

A. HIV/AIDS Community Development Initiative services are activities aimed at the development of a comprehensive continuum of HIV/AIDS prevention and care services within Los Angeles County. Community development means the provision of information, consultation, technical services, and training for individuals and organizations to improve the delivery and effectiveness of HIV prevention and care services.

B. For the purpose of this Agreement, community development activities are designed to develop, strengthen, and sustain the capacity of communities to develop a collaborative and coordinated response to the HIV/AIDS epidemic in Los Angeles County by developing and supporting a county-wide coalition.

2. COUNTY'S MAXIMUM OBLIGATION: During the period from the date of Board approval through June 30, 2006, that portion of

County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Community Development Initiative services shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000).

3. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, and 3. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement.

4. SERVICES TO BE PROVIDED:

A. For each contract year, contractor shall identify and select members of the African-American HIV Consortium to include key HIV/AIDS, business, faith-based, medical, public health and civic opinion leaders.

B. For each contract year, contractor shall execute Memoranda of Understanding ("MOU") with members of the African-American HIV Consortium and the Executive Committee to coordinate projects.

C. For each contract year, contractor shall establish an Executive Committee of the African-American HIV Consortium.

D. Contractor shall convene a minimum of eight (8) meetings of the African-American HIV/AIDS Consortium per

contract year and a minimum of four (4) meetings of the Executive Committee of the African-American HIV/AIDS Consortium per contract year.

E. Contractor shall develop and convene a minimum of two (2) Public Affairs Colloquia per contract year. Topics may include, but shall not be limited to: coalition-building in the African- American community, African-American community advocacy, African-American community leadership development, innovative programs, public speaking and policy making.

(1) For each contract year, contractor shall submit implementation plan to OAPP for review and approval, at least thirty (30) days before proposed utilization.

F. Contractor shall develop a minimum of two (2) written Policy Briefings per contract year on HIV/AIDS and other health disparities among African-Americans in Los Angeles County and their implications.

(1) Contractor shall submit for approval such Policy Briefing to OAPP at least thirty (30) days prior to printing or release.

G. Contractor shall participate in and attend meetings of local, State and national HIV/AIDS policy organizations. Organizations may include, but shall not be limited to: the

Los Angeles County Commission on HIV Health Services, the Los Angeles County HIV Prevention Planning Committee, the Southern California HIV Advocacy Coalition and AIDS Action Council.

H. Contractor shall participate in a minimum of two (2) congressional briefing(s) for federal legislators per contract year.

I. Contractor shall participate in a minimum of two (2) legislative briefing(s) for State legislators per contract year.

J. Contractor shall develop convene an African-American HIV/AIDS Summit each contract year.

K. Contractor shall co-sponsor the "African-American HIV/AIDS Week of Prayer and Remembrance" with OAPP each contract year.

L. Contractor shall organize local observance of "Black HIV/AIDS Awareness Day" each contract year.

M. Contractor shall provide assistance to OAPP in the writing and production of "State of an Epidemic" each contract year.

N. Contractor shall collaborate with the African-American HIV Consortium to develop joint projects where possible for each contract year.

5. ADDITIONAL SERVICE REQUIREMENTS:

A. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

B. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation.

C. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

6. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

7. REPORTS: Subject to the reporting requirements of the

REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a monthly report services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy; 600 South Commonwealth Avenue, 6th Floor; Los Angeles, California 90005; Attention: Financial Services Division.

B. Annual Reports: Contractor shall submit to OAPP an annual summary report for each contract year no later than thirty (30) days after the end of each contract year.

8. PROGRAM RECORDS: Contractor shall, at a minimum, maintain program records as follows:

A. Documentation of consortium meetings, trainings and workshops. Documentation shall include, but shall not be limited to: dated sign-in sheets including location and time, copies of agenda, name(s) of the speaker(s), training and workshop evaluations and a brief summary of the topics presented.

B. Documentation of needs assessments activities. Documentation shall include, but shall not be limited to:

a copy of the needs assessment tool developed, a copy of the analysis of the results of the needs assessment, and a copy of the final report.

C. Documentation of consortium meetings. Documentation shall include, but shall not be limited to: copies of agendas, dated sign-in sheets including location and time, and meeting minutes.

D. Documentation of evaluation. Documentation shall include, but shall not be limited to: a copy of evaluation protocol, OAPP approval letter, copies of completed evaluation tools, and a copy of the findings report submitted to OAPP.

E. Documentation of the legislative and congressional briefings. Documentation shall include, but shall not be limited to: copies of the agendas, dated sign-in sheets including time, location and name of facilitator(s), evaluation of briefings, and summaries of the topic(s) discussed.

pm:07/14/03
AGCDPALM1.GI

EXHIBIT A-1

SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By June 30, 2004 the African American HIV Consortium Executive Committee will meet a minimum of 12 times to plan and implement project activities.	<p>1.1 Program Coordinator will draft agenda and send meeting notices to Executive Committee.</p> <p>1.1 The Executive Committee with the assistance of the Program Coordinator will note and review milestones and best practices identified in the first contract year.</p> <p>1.2 Consortium and Executive Committee meetings will be documented.</p>	<p>July 31, 2003</p> <p>July 01, 2003 – Ongoing</p> <p>July 01, 2003 - Ongoing</p>	<p>Letter and meeting announcement kept on file. Agenda, sign-in sheet and meeting summary will be maintained in agency files and submitted with monthly reports.</p> <p>Documentation will be submitted to OAPP.</p> <p>Documentation will be submitted to OAPP with the monthly report.</p>

EXHIBIT A-1

SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0 By June 2004 maintain the African American HIV Consortium Work Group (AACWG).	2.1 Project Coordinator will meet with each Executive Committee member to review attendance and level of participation of AACWG members.	July 01, 2003 -- Ongoing	Documentation of the retention activities and recruitment strategies will be maintained in files and submitted with monthly report.
3.0 By June 30, 2004 ACWG will meet with the Executive Committee to discuss program strengths weakness, opportunities, and new goals and objectives.	3.1 The Executive Committee with Project Coordinator support will convene planning meeting with ACWG. .	August 2003 -- Ongoing	Letter and meeting announcement kept on file. Agenda, sign-in sheet and meeting summary will be maintained in agency files and submitted with monthly reports.
	3.2 The Executive Committee, with Project Coordinator support will revise project goals and objectives as necessary.	July 31, 2003	The goals and objectives will be kept in the agency files and documented in the monthly reports to OAPP.

EXHIBIT A-1
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0 By June 2004 will implement media and public affairs strategy for the African American HIV/AIDS Summit.	<p>4.1 Program Coordinator will review and maintain the website and maintain accurate and up-to-date content.</p> <p>4.2 Program Coordinator with assistance from public affairs expert, and Community Liaison will develop plan for policy briefings and create policy materials.</p> <p>4.3 Program Coordinator will meet with media experts to establish communication mechanisms (databases, newsletter or news leaflets, policy alerts, fax facts, community workshops, editorials and special event announcements.</p>	<p>July 2003 – Ongoing</p> <p>July 2003 – Ongoing</p> <p>July 2003- Ongoing</p>	<p>Website re-design and location information will be documented and maintained in files and will be sent to OAPP</p> <p>Log of policy briefs and policy materials will be documented in monthly reports and forward to OAPP.</p> <p>All communication materials (press release, editorials, and policy alerts will be maintained in files and forward to OAPP.</p>
5.0 By June 30, 2004 conduct 2 Public Affairs Colloquia and 2 Policy briefings.	<p>5.0 Project Coordinator and Community Liaison will review and redesign outreach protocol for promotion of activity.</p> <p>5.1 The AACWG with assistance from Community Liaison conducts outreach to promote events.</p> <p>5.2 Program Coordinator will meet with the Executive Committee to develop survey instrument.</p> <p>5.3. Executive Committee with assistance from Program Coordinator will convene Public Affairs Colloquia and Policy briefings.</p>	<p>July 2003 – Ongoing</p> <p>August 15, 2003 – Ongoing</p>	<p>Outreach protocol and promotional material will be documented in monthly reports and forward to OAPP.</p> <p>Contacts and encounters will be documented in monthly reports and forward to OAPP.</p> <p>Agenda, sign-in sheet, meeting summary and survey will be maintained in agency files and submitted with monthly reports.</p> <p>Agenda sign-in sheet, topic, speakers, time and location will be maintained in agency files and submitted to OAPP with monthly reports.</p>

EXHIBIT A-1
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
6.0 By June 30, 2004 meet with local, State, and national HIV/AIDS policy organizations.	6.1 The AACWG with assistance of Program Coordinator will establish a network of HIV/AIDS policy organizations. 6.2 The Executive Committee with the assistance of Program Coordinator will establish links with HIV/AIDS policy organizations through appropriate mechanism (e.g., MOU, LOA, etc.) 6.3 Program Coordinator with assistance from Community Liaison will develop a schedule of meetings at the local, State, and national level.	July 2003 -- Ongoing August 2003 -- Ongoing July 2003 -- Ongoing July 2003 -- Ongoing July 01, 2003 -- Ongoing July 2003 -- December 2003 March 2004 -- Ongoing July 2003 -- Ongoing	Log of organization will be maintained in agency files and submitted with monthly reports. MOU, LOA, and other types of formal collaborations will be maintained in agency files and submitted with monthly reports. Schedule will be maintained in agency files and submitted with monthly reports. Contact list and schedule will be maintained in agency files and submitted with monthly reports. Briefing and policy materials will be maintained in agency files and submitted with monthly reports. Agenda sign-in sheets, meeting summary will be maintained in agency files and submitted with monthly reports.
7.0 By June 30, 2004 conduct 4 Congressional Briefings and 4 Legislative Briefings.	7.1 Program Coordinator will develop contact list and make contact to establish schedule of briefings. 7.2 Program Coordinator and Community Liaison will conduct congressional and legislative briefings. 7.3 Program Coordinator and Community Liaison will provide de-briefing to Executive Committee.		

EXHIBIT A-1
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
9.0 By June 30, 2004 support the convening of the Black HIV AIDS Awareness Day and the Week of Prayer and Remembrance.	<p>8.1 Project Coordinator with assistance from Community Liaison will identify local events that project can support.</p> <p>8.2 The Executive Committee with assistance of Program Coordinator will identify events that program will support.</p> <p>8.3 The Program Coordinator will develop contact list and make contacts to establish collaborative support.</p> <p>8.3 The Program Coordinator will establish support through MOU, LOA or other appropriate means.</p>	<p>July 2003 – Ongoing</p> <p>August 30, 2003</p> <p>December 31, 2003</p> <p>August 30, 2003</p>	<p>Log of events will be maintained in agency files and submitted with monthly report.</p> <p>Agenda, sign-in sheets, meeting summary will be maintained in agency files and submitted with monthly reports.</p> <p>Contact list and schedule will be maintained in agency files and submitted wit monthly reports.</p> <p>MOU, LOA, and other types of formal collaborations will be maintained in agency files and submitted with monthly reports.</p>
9.0 By December 31, 2003 Consortium will join AIDS Action and the Southern California HIV/AIDS Advocacy Coalition (SCHAC).	<p>9.1 Project Coordinator will apply for membership on behalf of Consortium.</p> <p>9.2 Executive Committee will select two (2) Consortium members to represent the African-American HIV/AIDS Consortium at AIDS Action meetings (four Board Meetings and two Public Policy meetings)</p> <p>9.3 Executive Committee will identify representative to SCAC.</p>	<p>August 30, 2003</p> <p>December 31, 2003</p> <p>August 30, 2003</p>	

Contractor: Palms Residential Care Facility
 Contract #:

EXHIBIT A-1
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
10.0 By June 30, 2004 convene African American HIV/AIDS Summit	<p>10.1 The AACWG with assistance of program Coordinator will identify experts, researchers, analysis, advocates, activists, celebrities and legislator to participate and attend event.</p> <p>10.2 Program Coordinator will make formal contacts with participants to invite to event.</p> <p>10.3 Program Coordinator, Community Liaison, and Media and Public Affairs experts to redesign program and survey tools.</p> <p>10.4 AACWG and Community Liaison will conduct outreach to promote event.</p> <p>10.5 The Executive Committee will convene event.</p>	September 2003 – Ongoing	<p>Log of participants will be maintained in agency files and submitted will monthly report.</p> <p>Letter and meeting announcement kept on file and submitted with monthly report.</p> <p>Program packet and program materials will maintained in files and will b sent to OAPP.</p> <p>Log of outreach activities will be maintained in agency files and submitted with monthly reports.</p> <p>Agenda sign-in sheet, topic, speakers, time and location will be maintained in agency files and submitted with monthly reports.</p>

EXHIBIT A-2
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 The African American HIV Consortium Executive Committee will meet a minimum of 12 times to plan and implement project activities.	<p>1.1 Program Coordinator will draft agenda and send meeting notices to Executive Committee.</p> <p>1.2 The Executive Committee with the assistance of the Program Coordinator will review milestones and best practices from the first contract year.</p>	<p>June 30, 2005</p> <p>July 01, 2004 – Ongoing</p>	Letter and meeting announcement kept on file. Agenda, sign-in sheet and meeting summary will be maintained in agency files and submitted with monthly reports.

EXHIBIT A-2

SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0 Maintain the African American HIV Consortium Work Group (AACWG).	2.1 Project Coordinator will meet with each Executive Committee member to review attendance and level of participation of AACWG members.	July 01, 2004 – Ongoing	Documentation of the retention activities and recruitment strategies will be maintained in files and submitted with monthly report.
3.0 The ACWG will meet with the Executive Committee to discuss program strengths weakness, opportunities, and new goals and objectives.	3.1 The Executive Committee with Project Coordinator support will convene planning meeting with ACWG. .	July 1, 2004 -- Ongoing	Letter and meeting announcement kept on file. Agenda, sign-in sheet and meeting summary will be maintained in agency files and submitted with monthly reports.
	3.1 The Executive Committee, with Project Coordinator support will revise project goals and objectives as necessary.	By June 30, 2005	The goals and objectives will be kept in the agency files and documented in the monthly reports to OAPP.

EXHIBIT A-2

SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0 Maintain media and public affairs mechanism for the African American HIV Summit.	<p>4.1 Program Coordinator will review and maintain the website and maintain accurate and up-to-date content.</p> <p>4.2 Program Coordinator with assistance from public affairs expert, and Community Liaison will develop plan for policy briefings and create policy materials.</p> <p>4.3 Program Coordinator will meet with media experts to establish communication mechanisms (databases, newsletter or news leaflets, policy alerts, fax facts, community workshops, editorials and special event announcements.</p>	<p>July 2004 – Ongoing</p> <p>July 2004 – Ongoing</p> <p>July 2004- Ongoing</p>	<p>Website re-design and location information will be documented and maintained in files and will be sent to OAPP</p> <p>Log of policy briefs and policy materials will be documented in monthly reports and forward to OAPP.</p> <p>All communication materials (press release, editorials, and policy alerts will be maintained in files and forward to OAPP.</p>
5.0 Convene 2 Public Affairs Colloquia and 2 Policy briefings.	<p>5.0 Project Coordinator and Community Liaison will review and redesign outreach protocol for promotion of activity.</p> <p>5.1 The AACWG with assistance from Community Liaison conducts outreach to promote events.</p> <p>5.2 Program Coordinator will meet with the Executive Committee to develop survey instrument.</p> <p>5.3. Executive Committee with assistance from Program Coordinator will convene Public Affairs Colloquia and Policy briefings.</p>	<p>July 2004 – Ongoing</p> <p>July 2004 – Ongoing</p>	<p>Outreach protocol and promotional material will be documented in monthly reports and forward to OAPP.</p> <p>Contacts and encounters will be documented in monthly reports and forward to OAPP.</p> <p>Agenda, sign-in sheet, meeting summary and survey will be maintained in agency files and submitted with monthly reports.</p> <p>Agenda sign-in sheet, topic, speakers, time and location will be maintained in agency files and submitted with monthly reports.</p>

EXHIBIT A-2

SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
6.0 Meet with local, State, and national HIV/AIDS policy organizations.	6.1 The AACWG with assistance of Program Coordinator will establish a network of HIV/AIDS policy organizations. 6.2 The Executive Committee with the assistance of Program Coordinator will establish links with HIV/AIDS policy organizations through appropriate mechanism (e.g., MOU, LOA, etc.)	July 2004 -- Ongoing July 2004 -- Ongoing	Log of organization will be maintained in agency files and submitted with monthly reports. MOU, LOA, and other types of formal collaborations will be maintained in agency files and submitted with monthly reports.
7.0 Participate in Congressional and Legislative Briefings.	6.3 Program Coordinator with assistance from Community Liaison will develop a schedule of meetings at the local, State, and national level.	July 2004 -- Ongoing	Schedule will be maintained in agency files and submitted with monthly reports.
	7.1 Program Coordinator will develop contact list and make contact to establish schedule of briefings.	July 2004 -- Ongoing	Contact list and schedule will be maintained in agency files and submitted with monthly reports.
	7.2 Program Coordinator and Community Liaison will conduct congressional and legislative briefings.	July 2004---Ongoing	Briefing and policy materials will be maintained in agency files and submitted with monthly reports.
	7.3 Program Coordinator and Community Liaison will provide de-briefing to Executive Committee.	July 2004 -- Ongoing	Agenda sign-in sheets, meeting summary will be maintained in agency files and submitted with monthly reports.

EXHIBIT A-2
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
 Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
8.0 Organize and support the convening of the Black HIV AIDS Awareness Day and the African-American HIV/AIDS Week of Prayer and Remembrance.	<p>8.1 Project Coordinator with assistance from Community Liaison will identify local events that project can support.</p> <p>8.2 The Executive Committee with assistance of Program Coordinator will identify events that program will support.</p> <p>8.3 The Program Coordinator will develop contact list and make contacts to establish collaborative support.</p> <p>8.4 The Program Coordinator will establish support through MOU, LOA or other appropriate means.</p>	July 2004 – Ongoing	<p>Log of events will be maintained in agency files and submitted with monthly report.</p> <p>Agenda, sign-in sheets, meeting summary will be maintained in agency files and submitted with monthly reports.</p> <p>Contact list and schedule will be maintained in agency files and submitted wit monthly reports.</p> <p>MOU, LOA, and other types of formal collaborations will be maintained in agency files and submitted with monthly reports.</p>

EXHIBIT A-2
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.0 Organize and convene African American HIV/AIDS Summit	<p>9.1 The AACWG with assistance of program Coordinator will identify experts, researchers, analysis, advocates, activists, celebrities and legislator to participate and attend event.</p> <p>9.2 Program Coordinator will make formal contacts with participants to invite to event.</p> <p>9.3 Program Coordinator, Community Liaison, and Media and Public Affairs experts to redesign program and survey tools.</p> <p>9.4 AACWG and Community Liaison will conduct outreach to promote event.</p> <p>9.5 The Executive Committee will convene event.</p>	July 2004 – Ongoing	<p>Log of participants will be maintained in agency files and submitted will monthly report.</p> <p>Letter and meeting announcement kept on file and submitted with monthly report.</p> <p>Program packet and program materials will maintained in files and will b sent to OAPP.</p> <p>Log of outreach activities will be maintained in agency files and submitted with monthly reports.</p> <p>Agenda sign-in sheet, topic, speakers, time and location will be maintained in agency files and submitted with monthly reports.</p>

EXHIBIT A-3
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.
Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 The African American HIV Consortium Executive Committee will meet a minimum of 12 times to plan and implement project activities.	<p>1.1 Program Coordinator will draft agenda and send meeting notices to Executive Committee.</p> <p>1.2 The Executive Committee with the assistance of the Program Coordinator will review milestones and best practices from the first contract year.</p>	<p>June 30, 2006</p> <p>July 01, 2005 – Ongoing</p>	Letter and meeting announcement kept on file. Agenda, sign-in sheet and meeting summary will be maintained in agency files and submitted with monthly reports.

EXHIBIT A-3

SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0 Maintain the African American HIV Consortium Work Group (AACWG).	2.1 Project Coordinator will meet with each Executive Committee member to review attendance and level of participation of AACWG members.	July 01, 2005 -- Ongoing	Documentation of the retention activities and recruitment strategies will be maintained in files and submitted with monthly report.
3.0 The ACWG will meet with the Executive Committee to discuss program strengths weakness, opportunities, and new goals and objectives.	3.1 The Executive Committee with Project Coordinator support will convene planning meeting with ACWG. .	July 1, 2005 -- Ongoing	Letter and meeting announcement kept on file. Agenda, sign-in sheet and meeting summary will be maintained in agency files and submitted with monthly reports.
	3.1 The Executive Committee, with Project Coordinator support will revise project goals and objectives as necessary.	By June 30, 2006	The goals and objectives will be kept in the agency files and documented in the monthly reports to OAPP.

EXHIBIT A-3
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0 Maintain media and public affairs mechanism for the African American HIV Summit.	<p>4.1 Program Coordinator will review and maintain the website and maintain accurate and up-to-date content.</p> <p>4.2 Program Coordinator with assistance from public affairs expert, and Community Liaison will develop plan for policy briefings and create policy materials.</p> <p>4.3 Program Coordinator will meet with media experts to establish communication mechanisms (databases, newsletter or news leaflets, policy alerts, fax facts, community workshops, editorials and special event announcements.</p>	<p>July 2005 – Ongoing</p> <p>July 2005 – Ongoing</p> <p>July 2005- Ongoing</p>	<p>Website re-design and location information will be documented and maintained in files and will be sent to OAPP</p> <p>Log of policy briefs and policy materials will be documented in monthly reports and forward to OAPP.</p> <p>All communication materials (press release, editorials, and policy alerts will be maintained in files and forward to OAPP.</p>
5.0 Convene 2 Public Affairs Colloquia and 2 Policy briefings.	<p>5.0 Project Coordinator and Community Liaison will review and redesign outreach protocol for promotion of activity.</p> <p>5.1 The AACWG with assistance from Community Liaison conducts outreach to promote events.</p> <p>5.2 Program Coordinator will meet with the Executive Committee to develop survey instrument.</p> <p>5.3. Executive Committee with assistance from Program Coordinator will convene Public Affairs Colloquia and Policy briefings.</p>	<p>July 2005 – Ongoing</p> <p>July 2005 – Ongoing</p>	<p>Outreach protocol and promotional material will be documented in monthly reports and forward to OAPP.</p> <p>Contacts and encounters will be documented in monthly reports and forward to OAPP.</p> <p>Agenda, sign-in sheet, meeting summary and survey will be maintained in agency files and submitted with monthly reports.</p> <p>Agenda sign-in sheet, topic, speakers, time and location will be maintained in agency files and submitted with monthly reports.</p>

EXHIBIT A-3

SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
6.0 Meet with local, State, and national HIV/AIDS policy organizations.	6.1 The AACWG with assistance of Program Coordinator will establish a network of HIV/AIDS policy organizations. 6.2 The Executive Committee with the assistance of Program Coordinator will establish links with HIV/AIDS policy organizations through appropriate mechanism (e.g., MOU, LOA, etc.) 6.3 Program Coordinator with assistance from Community Liaison will develop a schedule of meetings at the local, State, and national level.	July 2005 -- Ongoing July 2005 -- Ongoing July 2005 -- Ongoing July 2005 -- Ongoing July 2005 -- Ongoing July 2005 -- Ongoing	Log of organization will be maintained in agency files and submitted with monthly reports. MOU, LOA, and other types of formal collaborations will be maintained in agency files and submitted with monthly reports. Schedule will be maintained in agency files and submitted with monthly reports. Contact list and schedule will be maintained in agency files and submitted with monthly reports. Briefing and policy materials will be maintained in agency files and submitted with monthly reports. Agenda sign-in sheets, meeting summary will be maintained in agency files and submitted with monthly reports.
7.0 Participate in Congressional and Legislative Briefings.	7.1 Program Coordinator will develop contact list and make contact to establish schedule of briefings. 7.2 Program Coordinator and Community Liaison will conduct congressional and legislative briefings. 7.3 Program Coordinator and Community Liaison will provide de-briefing to Executive Committee.	July 2005 ---Ongoing July 2005 -- Ongoing	

EXHIBIT A-3
SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
8.0 Organize and support the convening of the Black HIV AIDS Awareness Day and the African-American HIV/AIDS Week of Prayer and Remembrance.	<p>8.1 Project Coordinator with assistance from Community Liaison will identify local events that project can support.</p> <p>8.2 The Executive Committee with assistance of Program Coordinator will identify events that program will support.</p> <p>8.3 The Program Coordinator will develop contact list and make contacts to establish collaborative support.</p> <p>8.4 The Program Coordinator will establish support through MOU, LOA or other appropriate means.</p>	July 2005 – Ongoing	<p>Log of events will be maintained in agency files and submitted with monthly report.</p> <p>Agenda, sign-in sheets, meeting summary will be maintained in agency files and submitted with monthly reports.</p> <p>Contact list and schedule will be maintained in agency files and submitted wit monthly reports.</p> <p>MOU, LOA, and other types of formal collaborations will be maintained in agency files and submitted with monthly reports.</p>

Contractor: Palms Residential Care Facility
 Contract #:

EXHIBIT A-3

SCOPE OF WORK

Palms shall achieve the following goal and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To begin to reduce the disproportionate impact of HIV/AIDS on the African-American and Latino/Communities within LA County by strengthening and further developing the capacity of community-based organizations, health care facilities, associations, institutions and other members of civil society to respond to the on-going HIV/AIDS public health crisis.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.0 Organize and convene African American HIV/AIDS Summit	<p>9.1 The AACWG with assistance of program Coordinator will identify experts, researchers, analysis, advocates, activists, celebrities and legislator to participate and attend event.</p> <p>9.2 Program Coordinator will make formal contacts with participants to invite to event.</p> <p>9.3 Program Coordinator, Community Liaison, and Media and Public Affairs experts to redesign program and survey tools.</p> <p>9.4 AACWG and Community Liaison will conduct outreach to promote event.</p> <p>9.5 The Executive Committee will convene event.</p>	July 2005 – Ongoing	<p>Log of participants will be maintained in agency files and submitted will monthly report.</p> <p>Letter and meeting announcement kept on file and submitted with monthly report.</p> <p>Program packet and program materials will maintained in files and will b sent to OAPP.</p> <p>Log of outreach activities will be maintained in agency files and submitted with monthly reports.</p> <p>Agenda sign-in sheet, topic, speakers, time and location will be maintained in agency files and submitted with monthly reports.</p>

PALMS RESIDENTIAL CARE FACILITY

SCHEDULE 1
(African-American HIV/AIDS Consortium)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

	<u>Budget Period</u>
	Date of Board Approval through <u>June 30, 2004</u>
Salaries	\$ 0
Employee Benefits	<u>0</u>
Total Salaries and Employee Benefits	\$ 0
Services and Supplies	\$ 0
Equipment	\$233,500
Rent	\$ 4,500
Indirect Cost	<u>\$ 12,000</u>
TOTAL PROGRAM BUDGET	\$250,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

PALMS RESIDENTIAL CARE FACILITY

SCHEDULE 2
(African-American HIV/AIDS Consortium)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

	<u>Budget Period</u>
	July 1, 2004 through <u>June 30, 2005</u>
Salaries	\$ 0
Employee Benefits	<u>0</u>
Total Salaries and Employee Benefits	\$ 0
Services and Supplies	\$238,000
Equipment	\$ 0
Rent	\$ 12,000
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$250,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

PALMS RESIDENTIAL CARE FACILITY

SCHEDULE 3
(African-American HIV/AIDS Consortium)

HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

	<u>Budget Period</u>
	July 1, 2005 through <u>June 30, 2006</u>
Salaries	\$ 0
Employee Benefits	<u>0</u>
Total Salaries and Employee Benefits	\$ 0
Services and Supplies	\$238,000
Equipment	\$ 0
Rent	\$ 12,000
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$250,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT

AddProv4-03
Revised April 21, 2003

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page (AP) No.</u>
1. ADMINISTRATION	1
2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3. NONDISCRIMINATION IN SERVICES	3
4. NONDISCRIMINATION IN EMPLOYMENT	5
5. FAIR LABOR STANDARDS ACT	8
6. EMPLOYMENT ELIGIBILITY VERIFICATION	8
7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT	9
8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT	9
9. CLIENT/PATIENT ELIGIBILITY	10
10. CLIENT/PATIENT FEES	10
11. RECORDS AND AUDITS	11
12. REPORTS	19
13. ANNUAL COST REPORT	20
14. PUBLIC ANNOUNCEMENTS, LITERATURE	21
15. CONFIDENTIALITY	22
16. RESTRICTIONS ON LOBBYING	23
17. UNLAWFUL SOLICITATION	24
18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	24
19. SUBCONTRACTING	26
20. BOARD OF DIRECTORS	27

TABLE OF CONTENTS

<u>Paragraph</u>	Page (AP) <u>No.</u>
21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES	28
22. COMPLIANCE WITH APPLICABLE LAW	29
23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS	29
24. CONFLICT OF INTEREST	30
25. PURCHASES	31
26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	34
27. RETURN OF COUNTY MATERIALS	35
28. STAFFING	35
29. TRAINING/STAFF DEVELOPMENT	36
30. INDEPENDENT CONTRACTOR STATUS	36
31. TERMINATION FOR INSOLVENCY	38
32. TERMINATION FOR DEFAULT	39
33. TERMINATION FOR CONVENIENCE	40
34. TERMINATION FOR IMPROPER CONSIDERATION	41
35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	42
36. NOTICE OF DELAYS	42
37. AUTHORIZATION WARRANTY	43
38. CONSTRUCTION	43
39. WAIVER	43
40. SEVERABILITY	43
41. GOVERNING LAWS	44

TABLE OF CONTENTS

<u>Paragraph</u>	Page (AP) <u>No.</u>
42. JURISDICTION AND VENUE	44
43. RESOLICITATION OF BIDS OR PROPOSALS	44
44. NONEXCLUSIVITY	45
45. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER	45
46. COUNTY'S QUALITY ASSURANCE PLAN	46
47. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	46
48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	48
49. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	48
50. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	49
51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	50
52. CONTRACTOR RESPONSIBILITY AND DEBARMENT	50
53. RULES AND REGULATIONS	52
54. COVENANT AGAINST CONTINGENT FEES	53
55. PURCHASING RECYCLED-CONTENT BOND PAPER	53
56. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	53
57. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT	56
58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	57
59. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	57

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT
COST REIMBURSEMENT

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Office of AIDS Programs and Policy ("OAPP"), Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any

service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by

Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required

by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

9. CLIENT/PATIENT ELIGIBILITY: If clients/patients are treated hereunder, client/patient eligibility for County's OAPP services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

10. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall

exercise diligence in the billing and collection of client/patient fees.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this

Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs

incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such

executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to

authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Health Services ("DHS") - OAPP, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DHS - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate

with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has

provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - OAPP one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DHS - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated

therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records,

in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles

County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this

Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent.

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

19. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's OAPP Director or his/her authorized designee(s). Contractor's request to OAPP Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which

must be approved in writing by OAPP Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of

attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and

local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - OAPP at any time during the term of this Agreement

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable

times upon demand, Contractor's books and records relating to:

(1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any

capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest

possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may

request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor

shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability

or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

31. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services

C. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the

effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the

award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within

two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

39. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of

such provision to other persons or circumstances shall not be affected thereby.

41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

43. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or

proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

45. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be

considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

46. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable

provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, Contractor shall submit to County's Child Support Service Department (CSSD) a completed Principal Owner Information (POI) Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP

Certification), also incorporated herein by reference. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR DEFAULT Paragraph of this Agreement.

49. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County

Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

50. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

52. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and

terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

53. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions,

while on County premises, indicate that such person may do harm to County patients.

54. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the porpoise of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

55. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

56. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service

Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is

a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor

demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

57. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This

provision shall survive the expiration or other termination of this Agreement.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth herein and is also available on the Internet at www.babysafela.org for printing purposes.

59. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____

(Print)

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

TDS 400 (AUG 92)

no shame.

no blame.

no names.

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.

If you or someone you know is considering giving up a child, learn about your options.

Los Angeles County
Safely
Surrendered
Baby
Hotline



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.